OXNARD SCHOOL DISTRICT

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

AGENDA #5
REGULAR BOARD MEETING
Wednesday, October 5, 2016
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.

Board Adopted 08-26-15

Section A
PRELIMINARY

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

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

A.2 Pledge of Allegiance to the Flag

Ms. Leticia Ramos, Principal at Elm School, will introduce student Fatima Ascencio, 5th grader in Ms. Patricia Ambriz' class, who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by student Ivan Gomez, 5th grader in Mr. Julio Cahue's class, in English and in Spanish.

A.4 Presentation by Elm School

Ms. Leticia Ramos will provide a short presentation to the Board regarding Elm School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

A.6 Study Session – State Testing Scores Report *(Freeman/Thomas)*

The Board of Trustees will receive a presentation regarding the State Testing System (CAASPP) and student scores from the 2015-2016 school year.

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.

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
   - Conference with Legal Counsel – Anticipated Litigation: 1 case

2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g)*
   - Case No. 16-01 (Action Item)

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

Section A
PRELIMINARY
(continued)

***A.8 Closed Session** (continued)*

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

4. Pursuant to Section 54956.8 of the *Government Code:*
   - Conference with Real Property Negotiators (for acquisition of new school site):

Property:	Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
Agency Negotiators:	Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating Parties:	Dennis Hardgrave on behalf of the property owners
Under Negotiations:	Instruction to agency negotiator on price and terms.

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

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

A.10 Report Out of Closed Session

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

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g)*
Case No. 16-01 (Action Item)
Motion: _____, Second: _____
Roll Call Vote:
Duff __, O'Leary __, Morrison __ Cordes __, Robles-Solis ___

***A.11 Annual Report on CNS Program** (Cline/Lugotoff/Chessen)*

The Board will receive a presentation on the Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals.

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.12 Annual Report on Transportation *(Cline/Briscoe)*

The Administration will provide a presentation on Transportation Department safety, program accomplishments and goals.

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 each 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 – Approval of Hearing to Present Findings of Sufficient Instructional Materials for 2016-2017 and Adopt Resolution #16-12 *(Freeman/Ridge)*

This being the time and date noticed, the Board of Trustees will hold a public hearing to determine if the district is providing its students with sufficient textbooks or instructional materials.

Following this public hearing, it is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt Resolution #16-12 on Sufficiency of Textbooks or Instructional Materials for 2016-2017 school year.

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

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

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

Section C
CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

C.1 Agreements

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

Enrichment:

- #16-130 Mad Science of Los Angeles, will offer six (6) assemblies for students, and one Science Night for students and parents at Chavez School; amount not to exceed $5,275.00, to be paid with Site Allocated General Funds – Non-Targeted; — Freeman/ Perez
- #16-131 Oxnard Performing Arts Center, for use of facilities for the Awards of Excellence event on October 26, 2016; amount not to exceed $1,700.00, to be paid with General Funds; — Freeman
- #16-132 with Ventura County Arts Council, to provide music lessons at Elm School, November 4, 2016 through June 16, 2017; amount not to exceed $13,824.00, to be paid with Site Allocated General Funds – Targeted. — Freeman/ Ramos

Support Services:

- #16-137 with Key Data Systems, to provide CELDT Pre-ID services to include data cleaning, data validation, and proofing and file submission to CELDT portal for the 2016-2017 school year; amount not to exceed $2,000.00, to be paid with General Funds. — Freeman

Personnel:

- #16-133 with CompHealth Medical Staffing, to provide temporary service to the Oxnard School District students consistent with the student's Individualized Education Program (IEP); amount not to exceed $80.00 per hour, to be paid with Special Education Funds. — Vaca

Facilities:

- #16-134 with Dial Security, to provide alarm monitoring/maintenance services at all district sites; amount not to exceed $98,892.00, to be paid with General Funds; — Cline/ McGarry
- #16-138 with Cumming Construction Management Inc., to provide design, procurement and construction management services for the Proposition 39 program, October 6, 2016 through December 31, 2018; amount not to exceed $201,053.00, to be paid with Proposition 39 Funds. — Cline/ McGarry

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements:

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

Special Education:

- #16-112 with Casa Pacifica School, to provide nonpublic school services for Student JE112705 for the 2016-17 school year, including Extended School Year; amount not to exceed $65,850.00, to be paid with Special Education Funds; — Freeman/ Sugden
- #16-113 with Casa Pacifica School, to provide nonpublic school services for Student ZH020603 for the 2016-17 school year, including Extended School Year; amount not to exceed $39,600.00, to be paid with Special Education Funds; — Freeman/ Sugden
- #16-114 with Casa Pacifica School, to provide nonpublic school services for Student SK032703 for the 2016-17 school year, including Extended School Year; amount not to exceed $39,600.00, to be paid with Special Education Funds; — Freeman/ Sugden
- #16-115 with Casa Pacifica School, to provide nonpublic school services for Student CN010103 for the 2016-17 school year, including Extended School Year; amount not to exceed $39,600.00, to be paid with Special Education Funds; — Freeman/ Sugden
- #16-116 with Casa Pacifica School, to provide nonpublic school services for Student AS051306 for the 2016-17 school year, including Extended School Year; amount not to exceed $39,600.00, to be paid with Special Education Funds; — Freeman/ Sugden
- #16-117 with Teaching Learning Creating, Plus, to provide nonpublic school services for Student JG052605 for the 2016-17 school year, including Extended School Year; amount not to exceed $48,500.40, to be paid with Special Education Funds.

C.3 Approval of Revision To Measure R Bond Oversight Committee By-Laws

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the revision to the Measure R Bond Oversight Committee By-Laws in order to align with the amended language in Education Code 15282. — Dept/School Cline

C.4 Approval of WAL #008 with ATC Group Services LLC For As Needed Hazardous Materials Testing And Oversight For The Duration Of The Lemonwood Reconstruction Project

It is the recommendation of the Superintendent, and the Deputy Superintendent, Budget & Finance, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #008 with ATC Group Services LLC for as needed hazardous materials testing and oversight for the duration of the Lemonwood Reconstruction Project per Master Agreement #13-135; amount not to exceed $15,000.00, to be paid with Measure R Bond Funds. — Dept/School Dr. Morales/ Cline/ CFW, Inc.

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 Ratification of WAL #002 with Rincon Consultants Inc., For Soil Investigation Services For The Elm Reconstruction Project

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #002 with Rincon Consultants Inc., for Soil Investigation Services for the Elm Reconstruction Project per Master Agreement #13-131; amount not to exceed $24,100.00, to be paid with Measure R Bond Funds.	Dept/School Dr. Morales/ Cline/ CFW, Inc.

C.6 Ratification of WAL #007 with ATC Group Services LLC For Emergency Pipeline Testing For The Lemonwood Reconstruction Project

It is the recommendation of the Superintendent, and the Deputy Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #007 with ATC Group Services LLC for Lemonwood Reconstruction Project Emergency Pipeline Testing per Master Agreement #13-135; amount not to exceed $7,777.14, to be paid with Measure R Bond Funds.	Dept/School Dr. Morales/ Cline/ CFW, Inc.

C.7 Purchase Order/Draft Payment Report #16-02

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #16-02, as submitted.	Dept/School Cline/ Franz

C.8 Rejection of Liability Claim: VCBA07221A1

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, and the Risk Manager, that the Board of Trustees agree to reject York Claim VCBA07221A1 on the advice of the Joint Powers Authorities (JPA).	Dept/School Vaca/ Magaña

C.9 Approval of Request To Attend Out-Of-State Conference - Minnesota

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language, that the Board of Trustees approve request for Dual Language Director Dr. Ana DeGenna to attend the Sixth International Conference on Immersion and Dual Language Education: Connecting Research and Practice Across Context, in Minneapolis, Minnesota from October 19 through October 22, 2016; amount not to exceed $3,000.00, to be paid with Title III Funds.	Dept/School Freeman/ DeGenna

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

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

C.11 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch

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

Section D
ACTION ITEMS
(Votes of Individual Board Members must be publicly reported.)

D.1 Consider Adoption of Resolution #16-14 In Support of Proposition 55: The California Children's Education and Health Care Protection Act of 2016*(Dr. Morales)*

It is recommended that the Board of Trustees consider and approve Resolution #16-14 in support of Proposition 55: The California Children's Education and Health Care Protection Act of 2016; and direct administration to process accordingly.

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

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

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

Section E
APPROVAL OF MINUTES

E.1 Approval of Minutes

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

Moved:
Seconded:
Board Discussion:
Vote:

- August 24, 2016, regular board meeting
- August 31, 2016, special board meeting
- September 7, 2016, regular board meeting

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

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

Section F

BOARD POLICIES

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

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

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

Moved:
Seconded:
Board Discussion:
Vote:

New BP 3515.7	Business and Noninstructional Operations FIREARMS ON SCHOOL GROUNDS	Vaca
New BP 4121	Certificated Personnel TEMPORARY/SUBSTITUTE PERSONNEL	Vaca
New AR 4161.11, 4261.11 and 4361.11	All Personnel INDUSTRIAL ACCIDENT/ILLNESS LEAVE	Vaca
New AR 4261.1	Classified Personnel PERSONAL ILLNESS/INJURY LEAVE	Vaca

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

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

Section G
CONCLUSION

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

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman **Date of Meeting: 10/5/16**

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

State Testing Scores Report (Freeman/Thomas)

A power point presentation regarding the State Testing system (CAASPP) and student scores from the 2015-2016 school year.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accepts the report as presented.

ADDITIONAL MATERIAL: Power Point

CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS

CAASPP

College and Career Ready

- California has developed a comprehensive plan for high-quality teaching and learning in every school.
  - higher academic standards (Common Core)
  - more decision-making in the hands of schools and communities
  - more resources dedicated to schools and to students with the greatest needs.
  - CAASPP assessment system to promote high-quality teaching and learning to improve student outcomes.

SBAC (Smarter Balanced Assessment Consortium)

- Measures standards that address appropriate expectations for the preparation of high school graduates who are ready for success.
  - Multiple choice, short answer and performance tasks allow students to show knowledge and apply skills.
- Results are available to teachers, schools and school districts much more quickly than results from previous tests.
- Include supports for English learners and students with special needs.

Teaching

- Emphasis on teaching and learning.
- The system provides a Digital Library of professional learning and instructional resources to help teachers assess individual student learning during instruction, provide feedback to students in a timely manner, and adjust teaching and learning as needed.
- Patience and persistence will be required to help our schools continue to succeed during this time of transition.

Parent Communication

- The student report has been mailed home to parents with a letter explaining the report.
- Principals will be provided with a presentation for parents at their site meetings.
- The PAC (Parent Advisory Committee) was presented with information regarding interpretation of the student score report.

Year 2

- We now have 2 years of recorded scores for comparison.
- Comparison reports are available to schools and districts on the CDE website.
- Individual student score reports also indicate both years of scores, so parents can see growth.

English/Language Arts-Score Ranges

Grade	Minimum Scale Score	Maximum Scale Score	Achievement Level Scale Score Range for Standard Not Met	Achievement Level Scale Score Range for Standard Nearly Met	Achievement Level Scale Score Range for Standard Met	Achievement Level Scale Score Range for Standard Exceeded
3	2114	2623	2114–2366	2367–2431	2432–2489	2490–2623
4	2131	2663	2131–2415	2416–2472	2473–2532	2533–2663
5	2201	2701	2201–2441	2442–2501	2502–2581	2582–2701
6	2210	2724	2210–2456	2457–2530	2531–2617	2618–2724
7	2258	2745	2258–2478	2479–2551	2552–2648	2649–2745
8	2288	2769	2288–2486	2487–2566	2567–2667	2668–2769
11	2299	2795	2299–2492	2493–2582	2583–2681	2682–2795

Mathematics-Score Ranges

Grade	Minimum Scale Score	Maximum Scale Score	Achievement Level Scale Score Range for Standard Not Met	Achievement Level Scale Score Range for Standard Nearly Met	Achievement Level Scale Score Range for Standard Met	Achievement Level Scale Score Range for Standard Exceeded
3	2189	2621	2189–2380	2381–2435	2436–2500	2501–2621
4	2204	2659	2204–2410	2411–2484	2485–2548	2549–2659
5	2219	2700	2219–2454	2455–2527	2528–2578	2579–2700
6	2235	2748	2235–2472	2473–2551	2552–2609	2610–2748
7	2250	2778	2250–2483	2484–2566	2567–2634	2635–2778
8	2265	2802	2265–2503	2504–2585	2586–2652	2653–2802
11	2280	2862	2280–2542	2543–2627	2628–2717	2718–2862

State-County-District Comparison ELA & Math All Students

ELA	California			Ventura			Oxnard		

Math	California			Ventura			Oxnard		
	14 15	15 16	+/	14 15	15 16	+/	14 15	15 16	+/
Exceeded	14	17	+3	14	16	+2	3	3	--
Met	9	20	+11	20	20	--	10	10	--
Nearly Met	29	28		28	28		28	29	
Not Met	38	35		37	36		58	57	

State-County-District Comparison ELA & Math English Learner Students

ELA	California			Ventura			Oxnard		
	14 15	15 16	+/	14 15	15 16	+/	14 15	15 16	+/
Exceeded	2	3	+1	1	2	+1	1	1	--
Met	9	10	+1	7	9	+2	5	5	--
Nearly Met	24	25		23	24		18	19	
Not Met	65	62		68	65		77	74	

Math	California			Ventura			Oxnard		
	14 15	15 16	+/	14 15	15 16	+/	14 15	15 16	+/
Exceeded	3	3	--	1	2	+1	1	1	--
Met	8	9	+1	7	8	+1	5	5	--
Nearly Met	24	25		24	24		20	21	
Not Met	65	63		68	66		75	73	

% of EL Students for 15-16	California 22.1%	Ventura 23.5%	Oxnard 51.8%

Comparison of Scores-District-ELA-Grade Level

Oxnard ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
3rd	61	24	10	5	**15**	57	25	12	5	**17**	**+2**
4th	67	19	9	4	**13**	61	21	12	6	**18**	**+5**
5th	54	23	19	5	**24**	51	24	19	6	**25**	**+1**
6th	50	29	17	4	**21**	47	31	19	4	**23**	**+2**
7th	52	26	18	3	**21**	47	27	21	4	**25**	**+4**
8th	45	30	22	3	**25**	43	29	24	3	**27**	**+2**

Comparison of Scores-District-Math-Grade Level

Oxnard Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
3rd	55	28	15	3	**18**	50	30	16	3	**19**	**+1**
4th	56	34	8	2	**10**	50	35	12	3	**15**	**+5**
5th	61	27	8	3	**11**	64	26	7	3	**10**	**-1**
6th	59	28	10	4	**14**	60	29	8	3	**11**	**-3**
7th	58	30	9	4	**13**	56	31	10	3	**13**	**--**
8th	64	22	10	5	**15**	65	23	8	4	**12**	**-3**

Scores by School and Grade-ELA

3rd ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	61	23	13	3	**16**	58	29	8	4	**12**	**-4**
McAuliffe	48	22	13	16	**29**	49	27	13	11	**24**	**-5**
Curren	38	33	20	9	**29**	43	33	19	5	**24**	**-5**
Driffill	70	18	8	3	**11**	64	24	9	3	**12**	**+1**
Elm	75	19	6	0	**6**	68	19	8	5	**13**	**+7**
Ritchen	62	25	8	4	**12**	61	19	14	6	**20**	**+8**
Harrington	82	14	1	3	**4**	73	16	9	1	**10**	**+6**
Soria	55	24	13	7	**20**	41	26	18	16	**34**	**+14**
Kamala	77	17	5	2	**7**	65	24	8	4	**12**	**+5**
Lemonwood	56	32	9	3	**12**	57	26	14	3	**17**	**+5**
Marina West	59	30	8	3	**11**	59	23	11	6	**17**	**+6**
McKinna	67	20	11	2	**13**	66	24	6	4	**10**	**-3**
Brekke	38	35	17	9	**26**	29	39	22	9	**31**	**+5**
Ramona	70	22	7	1	**8**	70	18	7	5	**12**	**+4**
Rose	72	21	6	1	**7**	60	25	12	2	**14**	**+7**
Sierra Linda	63	22	12	3	**15**	49	34	17	1	**18**	**+3**
Marshall	58	20	17	4	**21**	64	18	12	6	**18**	**-3**

Scores by School and Grade-ELA

4TH ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	70	18	8	4	**12**	58	25	13	4	**17**	**+5**
McAuliffe	43	21	17	19	**36**	40	28	16	16	**32**	**-4**
Curren	59	31	10	0	**10**	61	23	12	4	**16**	**+6**
Driffill	80	14	5	2	**7**	73	12	9	6	**15**	**+8**
Elm	75	17	6	1	**7**	71	24	5	0	**5**	**-2**
Ritchen	61	16	18	5	**23**	68	15	10	7	**17**	**-6**
Harrington	86	9	5	0	**5**	65	28	6	2	**8**	**+3**
Soria	61	21	10	7	**17**	49	24	17	9	**26**	**+9**
Kamala	74	19	6	1	**7**	75	15	7	3	**10**	**+3**
Lemonwood	58	21	14	8	**22**	50	28	14	9	**23**	**+1**
Marina West	74	18	6	2	**8**	79	14	4	2	**6**	**-2**
McKinna	85	10	2	2	**4**	73	20	4	3	**7**	**+3**
Brekke	44	27	20	9	**29**	47	25	17	12	**29**	**--**
Ramona	78	15	6	1	**7**	69	13	15	3	**18**	**+11**
Rose	74	18	8	0	**8**	62	26	9	3	**12**	**+4**
Sierra Linda	63	22	11	5	**16**	61	16	18	5	**23**	**+7**
Marshall	53	24	12	11	**23**	46	32	18	4	**22**	**-1**

Scores by School and Grade-ELA

5TH ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	70	18	8	4	**12**	58	25	13	4	**17**	**+5**
McAuliffe	43	21	17	19	**36**	40	28	16	16	**32**	**-4**
Curren	59	31	10	0	**10**	61	23	12	4	**16**	**+6**
Driffill	80	14	5	2	**7**	73	12	9	6	**15**	**+8**
Elm	75	17	6	1	**7**	71	24	5	0	**5**	**-2**
Ritchen	61	16	18	5	**23**	68	15	10	7	**17**	**-6**
Harrington	86	9	5	0	**5**	65	28	6	2	**8**	**+3**
Soria	61	21	10	7	**17**	49	24	17	9	**26**	**+9**
Kamala	74	19	6	1	**7**	75	15	7	3	**10**	**+3**
Lemonwood	58	21	14	8	**22**	50	28	14	9	**23**	**+1**
Marina West	74	18	6	2	**8**	79	14	4	2	**6**	**-2**
McKinna	85	10	2	2	**4**	73	20	4	3	**7**	**+3**
Brekke	44	27	20	9	**29**	47	25	17	12	**29**	**--**
Ramona	78	15	6	1	**7**	69	13	15	3	**18**	**+11**
Rose	74	18	8	0	**8**	62	26	9	3	**12**	**+4**
Sierra Linda	63	22	11	5	**16**	61	16	18	5	**23**	**+7**

Scores by School and Grade-ELA

6TH ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	60	25	12	3	**15**	45	36	17	2	**19**	**+4**
Curren	42	36	21	2	**23**	47	32	20	1	**21**	**-2**
Driffill	59	28	12	1	**13**	61	27	12	1	**13**	**--**
Soria	28	32	30	10	**40**	23	32	34	12	**46**	**+6**
Kamala	64	27	8	1	**9**	55	28	13	4	**17**	**+8**
Lemonwood	39	43	17	1	**18**	36	40	20	4	**24**	**+6**
Fremont	49	27	17	8	**25**	45	35	18	2	**20**	**-5**
Haydock	53	32	14	2	**16**	56	24	18	3	**21**	**+5**
Frank	47	27	20	6	**26**	45	29	20	5	**25**	**-1**

Scores by School and Grade-ELA

7TH ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	57	28	12	3	**15**	67	23	8	3	**11**	**-4**
Curren	46	34	17	3	**20**	47	27	23	4	**27**	**+7**
Driffill	62	18	19	2	**21**	64	26	10	0	**10**	**-11**
Soria	46	31	20	3	**23**	26	35	31	8	**39**	**+16**
Kamala	42	30	25	3	**28**	40	36	22	1	**23**	**-5**
Lemonwood	65	28	6	0	**6**	49	33	18	0	**18**	**+12**
Fremont	53	24	19	3	**22**	45	27	22	6	**28**	**+6**
Haydock	58	24	15	3	**18**	46	30	21	3	**24**	**+6**
Frank	46	27	22	5	**27**	46	21	26	7	**33**	**+6**

Scores by School and Grade-ELA

8TH ELA	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez						58	27	13	3	**16**	--
Curren	41	27	27	4	**31**	41	30	29	1	**30**	-1
Driffill	80	15	5	0	**5**	51	25	22	2	**24**	+19
Soria	27	37	32	5	**37**	21	42	35	3	**38**	+1
Kamala	54	34	11	0	**11**	51	29	18	1	**19**	+8
Lemonwood						62	28	9	0	**9**	--
Fremont	46	25	24	5	**29**	47	28	21	4	**25**	-4
Haydock	40	37	22	2	**24**	49	25	22	4	**26**	+2
Frank	42	33	23	3	**26**	34	32	30	5	**35**	+9

Scores by School and Grade-Math

3rd Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	47	34	17	2	**19**	54	27	16	3	**19**	--
McAuliffe	37	33	21	9	**30**	52	25	15	8	**23**	-7
Curren	38	30	26	6	**32**	41	34	22	2	**24**	-8
Driffill	54	27	16	3	**19**	51	30	16	2	**18**	-1
Elm	62	33	4	1	**5**	61	25	14	1	**15**	+10
Ritchen	67	28	4	1	**5**	50	32	14	4	**18**	+13
Harrington	76	16	7	1	**8**	58	29	10	3	**13**	+6
Soria	53	23	21	4	**25**	35	46	18	2	**20**	-5
Kamala	64	26	9	1	**10**	61	27	9	3	**12**	+2
Lemonwood	54	32	13	1	**14**	50	25	23	3	**26**	+12
Marina West	61	22	16	1	**17**	42	28	26	5	**31**	+14
McKinna	69	16	13	3	**16**	56	30	12	2	**14**	-2
Brekke	28	38	30	3	**33**	28	38	33	1	**24**	+1
Ramona	63	22	14	1	**15**	59	27	7	7	**14**	-1
Rose	54	34	12	0	**12**	50	30	17	3	**20**	+8
Sierra Linda	60	24	14	2	**16**	57	33	10	0	**10**	-6
Marshall	52	29	15	4	**19**	47	25	21	7	**28**	+9

Scores by School and Grade-Math

4TH Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	60	28	7	4	**11**	46	42	12	0	**12**	**+1**
McAuliffe	33	40	13	14	**27**	37	35	18	10	**28**	**+1**
Curren	47	43	9	1	**10**	42	37	17	4	**21**	**+11**
Driffill	50	42	6	2	**8**	42	42	14	2	**16**	**+8**
Elm	56	38	4	2	**6**	55	40	5	0	**5**	**-1**
Ritchen	46	35	17	1	**18**	62	26	10	2	**12**	**-6**
Harrington	69	29	3	0	**3**	47	42	9	2	**11**	**+8**
Soria	68	25	7	1	**8**	41	41	17	1	**18**	**+10**
Kamala	65	30	4	1	**5**	65	25	8	3	**11**	**+6**
Lemonwood	58	33	7	2	**9**	47	43	10	0	**10**	**+1**
Marina West	62	33	3	2	**5**	63	30	7	0	**7**	**+2**
McKinna	78	19	2	1	**3**	73	21	5	2	**7**	**+4**
Brekke	49	36	14	2	**16**	34	42	17	7	**24**	**+8**
Ramona	46	47	7	0	**7**	53	29	16	2	**18**	**+11**
Rose	48	39	12	1	**13**	53	42	4	1	**5**	**-8**
Sierra Linda	46	42	11	1	**12**	62	24	13	1	**14**	**+2**
Marshall	51	31	13	5	**18**	29	43	22	6	**28**	**+10**

Scores by School and Grade-Math

5TH Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	64	30	5	0	**5**	66	28	4	3	**7**	**+2**
McAuliffe	33	38	16	12	**28**	46	30	14	9	**23**	**-5**
Curren	64	27	8	2	**10**	64	31	4	1	**5**	**-5**
Driffill	62	28	9	1	**10**	68	22	8	2	**10**	**--**
Elm	63	26	6	5	**11**	72	21	6	1	**7**	**-4**
Ritchen	69	24	4	2	**6**	65	27	8	0	**8**	**+2**
Harrington	35	40	20	5	**25**	67	17	13	3	**16**	**-9**
Soria	62	26	10	2	**12**	60	28	9	3	**12**	**--**
Kamala	53	36	8	3	**11**	60	33	5	3	**8**	**-3**
Lemonwood	57	28	10	5	**15**	71	24	5	1	**6**	**-9**
Marina West	64	26	7	3	**10**	68	25	5	2	**7**	**-3**
McKinna	91	7	2	0	**2**	76	18	4	2	**6**	**+4**
Brekke	59	27	8	7	**15**	50	31	12	6	**18**	**+3**
Ramona	79	17	4	0	**4**	78	22	0	0	**0**	**-4**
Rose	65	27	7	1	**8**	71	25	3	1	**4**	**-4**
Sierra Linda	73	21	4	2	**6**	72	25	2	1	**3**	**-3**

Scores by School and Grade-Math

6TH Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	73	16	9	2	**11**	63	31	1	6	**7**	**-4**
Curren	58	28	11	3	**14**	67	26	7	0	**7**	**-7**
Driffill	62	33	5	1	**6**	71	21	7	1	**8**	**+2**
Soria	48	35	12	5	**17**	36	41	14	9	**23**	**+6**
Kamala	68	27	5	0	**5**	62	32	6	1	**7**	**+2**
Lemonwood	60	32	8	0	**8**	59	31	9	1	**10**	**+2**
Fremont	56	24	13	8	**21**	61	30	7	2	**9**	**-12**
Haydock	64	27	9	0	**9**	65	24	8	3	**11**	**+2**
Frank	54	31	9	6	**15**	54	30	11	5	**16**	**+1**

Scores by School and Grade-Math

7TH Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez	70	22	5	2	**7**	76	21	3	1	**4**	**-3**
Curren	61	32	6	1	**7**	56	35	7	2	**9**	**+2**
Driffill	55	33	9	3	**12**	69	27	4	0	**4**	**-8**
Soria	47	41	9	3	**12**	44	36	14	6	**20**	**+8**
Kamala	61	24	11	4	**15**	48	42	10	0	**10**	**-5**
Lemonwood	78	20	3	0	**3**	62	32	6	0	**6**	**-3**
Fremont	54	31	9	6	**15**	50	31	12	7	**19**	**+4**
Haydock	57	29	10	4	**14**	55	30	13	2	**15**	**+1**
Frank	57	30	10	4	**14**	56	31	10	3	**13**	**-1**

Scores by School and Grade-Math

8TH Math	14-15					15-16					
	Not Met	Nearly Met	Met	Exceed	M/E	Not Met	Nearly Met	Met	Exceed	M/E	+/-
Chavez						81	11	5	3	**8**	--
Curren	58	26	11	5	**16**	63	30	7	0	**7**	-9
Driffill	86	10	3	1	**4**	63	29	8	0	**8**	+4
Soria	47	30	15	8	**23**	49	37	8	6	**14**	-9
Kamala	82	16	2	0	**2**	74	17	7	2	**9**	+7
Lemonwood						80	18	3	0	**3**	--
Fremont	61	19	11	9	**20**	61	23	10	6	**16**	-4
Haydock	63	23	9	5	**14**	64	18	12	6	**18**	+4
Frank	62	24	10	5	**15**	65	23	8	4	**12**	-3

Next Steps

- Student and site data will be analyzed by principals and teachers.
- Plans will be developed to address areas needing support.
- Formative assessments and STAR360 projections will assist in identifying standards that need special attention.
- Educational Services has already presented a plan to increase student achievement.

Questions

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline Date of Meeting: 10/5/16

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS __X__
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 _____

ANNUAL REPORT ON OXNARD SCHOOL DISTRICT CHILD NUTRITION SERVICES PROGRAM (Cline/Lugotoff/Chessen)

The Board will receive a presentation on the Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation – Child Nutrition Services Overview
October 5, 2016 (14 pages)

Child Nutrition Services Overview

October 5, 2016

Presented by:
Suzanne Lugotoff, RD, SFNS, Director of CNS
Julie Chessen, MS, RD, Assistant Director of CNS

Outline

- School Meals Programs
  - Breakfast, Lunch, After School Program Snack, Backpack Program, Smart Snacks in Schools
- Professional Standards
- Grants
  - Fresh Fruit and Vegetable Program
  - California Department of Food and Agriculture
- Goals for 2016-17

School Meals Programs

- **Breakfast**
  - K-8 menu
  - 4,000 meals/day
  - 2nd chance breakfast
  - Nutrient Specifications
    - Calories: 400-500 kcals
    - Saturated fat: <10% total kcals
    - Sodium: ≤ 540 mg
    - NO trans fat
  - Meal Components
    - Grain (1 oz): all grains are whole grains
    - Fruit (1/2 cup): seasonal fresh fruit & 100% fruit juice
    - Milk (1 cup): non-fat & 1% (unflavored)
    - Protein: not required
    - Vegetable: not required

School Meals Programs

- **Lunch**
  - K-8 menu
  - 12,000 meals/day
  - Nutrient Specifications
    - Calories: 600-650 kcals
    - Saturated fat: <10% total kcals
    - Sodium: ≤ 1,230 mg
    - NO trans fat
  - Meal Components
    - Grain (1 oz): all grains are whole grains
    - Protein (1 oz)
    - Vegetable (3/4 cup): dark green, red/orange, beans/peas, etc.
    - Fruit (1/2 cup): seasonal fresh fruit & fruit juice
    - Milk (1 cup): non-fat & 1% (unflavored)

School Meals Programs

- **After School Program Snack**
  - 2,000 snacks/day
  - Snack = 2 out of 4 meal components
  - Meal Components
    - Grain (1 oz)
    - Protein (1 oz)
    - Vegetable/Fruit (3/4 cup)
    - Milk (1 cup): non-fat & 1% (unflavored)

School Meals Programs

- **Backpack Program**
  - McKinney-Vento
  - 170 bags/weekend
  - $6.00-$7.00/backpack
  - Weekend Meals
    - Shelf stable foods
    - 2 breakfast
    - 2 lunch
    - 2 dinner
    - 2 snacks

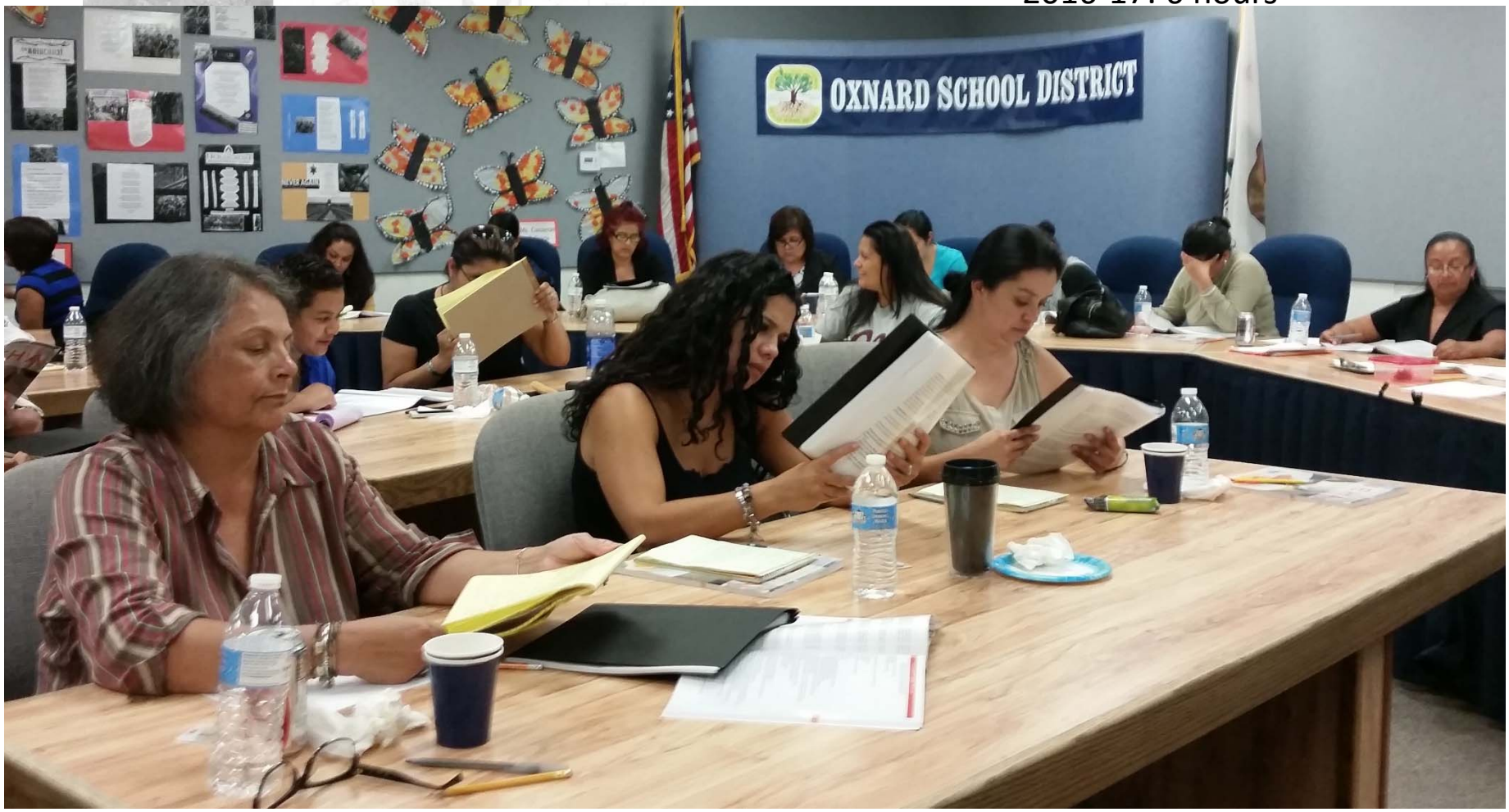
School Meals Programs

- Smart Snacks in Schools

- Calorie limits:
  - Snack items: ≤ 200 calories
  - Entrée items: ≤ 350 calories
- Sodium limits:
  - Snack items: ≤ 230 mg**
  - Entrée items: ≤ 480 mg
- Fat limits:
  - Total fat: ≤35% of calories
  - Saturated fat: < 10% of calories
  - Trans fat: zero grams
- Sugar limit:
  - ≤ 35% of weight from total sugars in foods

Professional Standards

- Continuing education/training
  - All directors: 8 hours annual
    - 2016-17: 12 hours
  - All managers: 6 hours annual
    - 2016-17: 10 hours
  - All other staff: 4 hours annual
    - 2016-17: 6 hours



Grants

- **Fresh Fruit and Vegetable Program**
  - $529,865.25
  - 10,056 students
  - 12 school sites:
    - Chavez, Curren, Driffill, Elm, Harrington, Kamala, Lemonwood, Marina West, McKinna, Ramona, Rose Ave., Sierra Linda

Grants

- **California Department of Food and Agriculture**
  - VC Farm to School Collaborative
    - Oxnard SD, Ventura USD, Hueneme SD, Ojai USD, Rio SD, Conejo Valley USD,
  - $400,000, 2 year grant
  - Nutrition Specialist
  - Harvest of the Month classroom tastings
  - Farmer in the Classroom (May 2016)


Quick Facts
TOMATOES
HARVEST OF


Harvest Month
Rate the Taste!


Rainbow ROOTS

Goals for 2016-17

2nd Annual Tri-County
Growing Edible Education Symposium
October 14 & 15, 2016

Farm to School
ventura county

- California Thursdays
  - 75 California School Districts
  - 324 million school meals annually
  - Goals:
    - California grown
    - Clean Label Food
- Growing Edible Education Symposium
  - Friday, October 14: farm tour and mixer
  - Saturday, October 15: Fremont Academy of Environmental Science & Innovative Design
- Dietetic Interns
- Food Corps Member

Questions?

Strengthening Our Families Event October 2015

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline Date of Meeting: October 5, 2016

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS __X__
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 _____

TRANSPORTATION DEPARTMENT ANNUAL REPORT (Cline/Briscoe)

The Administration will provide a presentation on Transportation Department safety, program accomplishments and goals.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Transportation Department Annual Report October 5, 2016 – Power Point Presentation (8 pages)

Transportation Services Department

2015-16 Annual Report

October 5, 2016

PRESENTED BY
TONY BRISCOE,
TRANSPORTATION DIRECTOR

EDUCATE INSPIRE • EMPOWER
Empowering All Children to Achieve Excellence
Est. 1873
OXNARD SCHOOL DISTRICT

TRANSPORTATION INFORMATION

- DISTRICT OPERATIONS
  - 7 – School Bus Routes
    - 1 - Director
    - 1 - Transportation Scheduler/Router
    - 1 - Dispatcher/Router
    - 7 - School Bus Drivers
    - 1 - Cover Driver/Office Assistant
    - 1 - Vehicle Equipment Mechanic

- DURHAM SCHOOL SERVICES
  - 48 Contracted School Bus Routes
    - 1 - Dispatcher
    - 1 - State Certified Instructor
    - 9 - Cover Drivers

- TRAVELED OVER 370,000 MILES
- TRANSPORTED AN AVERAGE OF 3,300 STUDENTS A DAY

PROGRAMS AND SERVICES

- Home-to-School Transportation
  - General Education Services
  - Special Education Services
- McKinney-Vento Transportation
- Overflow Transportation
- Services for Field Trips and Extra-Curricular Activities
- Services for Migrant Education
- Extended School Year

SAFETY RECORD

OXNARD SCHOOL DISTRICT		DURHAM SCHOOL SERVICES	
Preventable	Non-Preventable	Preventable	Non-Preventable
2013-2014			
0	0	1	3
2014-2015			
0	0	2	1
2015-2016			
0	0	2	5

ANNUAL TERMINAL INSPECTION

OXNARD SCHOOL DISTRICT	DURHAM SCHOOL SERVICES
2013	
Satisfactory	Unsatisfactory
2014	
Satisfactory	Satisfactory
2015	
Satisfactory	Unsatisfactory/Satisfactory

TECHNOLOGY

- GPS – In Progress
- Transportation Data Management System
  - Pupil Database – In Progress
    - Student Information
  - Driver Database - Implemented
  - Web-based Field Trip Reservation – In Progress
  - Fleet Maintenance Database – In-Progress
  - Safety and Training Database - Implemented
  - Routing Software – In Progress
  - Dispatch Center – In Progress

FUTURE

- School Bus Replacement – Oct. 2016
- CNG Tank Replacement – Dec. 2016
- Student Tracking System
- Camera Systems
- Paul Lee School Bus Safety Law – Child Check (Senate Bill 1072) 2018-19 School Year

QUESTIONS?

THANK YOU!

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman **Date of Meeting:** 10/5/16

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

TITLE: Approval of Hearing to present finding of Sufficient Instructional Materials for 2016-2017 Resolution **#16-12 (**Freeman/Ridge)

Hold a public hearing to present the finding of sufficient instructional materials for 2016-2017. The requirements of Education Code 60119 state that a public hearing must be held on, or before the 8th week of school, and which did not take place during or immediately following school hours.

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees adopt the Resolution **#16-12** of sufficiency of instructional materials.

ADDITIONAL MATERIAL(S):

Attached: Resolution **#16-12** and Curriculum Adoptions list

OXNARD SCHOOL DISTRICT

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

Instruction E 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Resolution #16-12 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 5, 2016 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

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

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

Whereas between the 2008-09 through the 2016-17 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Oxnard School District/Ventura County Office of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Finding of Sufficient Instructional Materials

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

- **Mathematics:**
  K-5th McMillan School Education, My Math- adopted 2015
  6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

 Science:
K-5th Macmillan/McGraw-Hill, California Science- adopted 2008
6th Glencoe-McGraw-Hill, Focus on Earth Science, CA- adopted 2008
7th & 8th Holt, Rinehart and Winston, Life and Physical Science- adopted 2007

 History-Social Science:
K-5th Pearson Scott Foresman- History Social Science for CA, adopted 2007
6th Glencoe McGraw-Hill, Discovering Our Past: Ancient Civilizations, adopted 2007
7th -8th Pearson Prentice Hall, Prentice Hall Social Studies, adopted 2007

 Reading/Language Arts/ELD, including the English language development component of an adopted program:
K-5th McGraw Hill Wonders/Maravilla 2016
6th Houghton Mifflin, Reading, adopted 2003
7th & 8th Holt, Rinehart and Winston, Literature and Language Arts- adopted 2003

 ELD:
6th, 7th & 8th Houghton Mifflin Harcourt English 3D, adopted 2013

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

Therefore, it is resolved that for the 2016-2017 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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

AYES:_____ NOES:_____ ABSENT:_____

Attest:

_____ _____
President Secretary

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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

Approval of Agreement #16-130 – Mad Science of Los Angeles (Freeman/Perez)

Mad Science of Los Angeles will offer 6 assemblies for students, and one Science Night for students and parents at Chavez School. Mad Science of Los Angeles offers hands-on activities that help students understand and retain the science standards they are expected to learn for the statewide testing.

FISCAL IMPACT:

$5,275.00 – Site Allocated General Fund – Non-Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-130 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-130, Mad Science of Los Angeles (1 Page)
Certificate of Insurance (2 Pages)

AGREEMENT/MOU #16-130 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM PRESENTATIONS
FOR CHAVEZ ELEMENTARY SCHOOL

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for Chavez Elementary School in the Oxnard School District (OSD). The purpose is to provide Mad Science assemblies for students and parents at Chavez Elementary School.

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

1. **Mad Science agrees to:**
   a. Provide three (3) assemblies with a Halloween theme for students "Fire and Ice Show" on October 21, 2016 from 10:00-10:45am, 11:15-12 noon, and 12:45-1:30pm.
   b. Provide one (1) Science Night for 200 students and parents on October 21, 2016 from 6:00-8:00pm. Seven (7) Scientists will provide one (1) 45-50 minute show "Up, Up, and Away" along with six (6) Booths for 60 minutes immediately following the show. The six Booths will consist of Slime (glow in the dark), Rocks & Minerals, Electricity, Super Physics, Magnets, and Dry Ice.
   c. Provide three (3) assemblies for students "Be Tobacco Free" on November 4, 2016 from 10:00-10:45am, 11:15-12 noon, and 12:45-1:30pm.
   d. Certify that presenters have been fingerprinted and TB tested.
   e. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
   a. Compensate Mad Science for six (6) assemblies and one Science Night at Chavez Elementary School at the following rates:

Fire and Ice Show, three (3) assemblies:	$1,200.00
Science Night "Up, Up and Away" Show	$2,875.00
Be Tobacco Free, three (3) assemblies	$1,200.00
TOTAL:	**$5,275.00**

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented October 6, 2016 through November 30, 2016.

OXNARD SCHOOL DISTRICT:

_____ _____
Lisa A. Franz, Director, Purchasing ***Date***

MAD SCIENCE OF LOS ANGELES:

_____ _____
Lisa Balmain-Nadasdy, Sales Representative ***Date***

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2016

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
Hylant Group Inc - Toledo
811 Madison Ave
Toledo OH 43604

CONTACT NAME:
PHONE (A/C, No, Ext): 419-255-1020 **FAX (A/C, No):** 419-255-7557
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Hartford Accident and Indemnity Com	22357
INSURER C : Philadelphia Insurance Companies	6777
INSURER D :	
INSURER E :	
INSURER F :	

INSURED M&JKI-1
M&J Kids Scientific Inc dba
Mad Science of Los Angeles
15815 Monte St, Ste 101
Sylmar CA 91342

COVERAGES **CERTIFICATE NUMBER:** 808234112 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y		PHPK1506696	7/1/2016	7/1/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT X LOC						A&M	$1,000,000
A	**AUTOMOBILE LIABILITY**			PHPK1506696	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			PHUB543757	7/1/2016	7/1/2017	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $ 10,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		45WECBW5158	11/1/2015	11/1/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oxnard School District is and Additional Insured per form CG2026.

CERTIFICATE HOLDER
Oxnard School District
1051 S. A Street
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

However:

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

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

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

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

whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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

Approval of Agreement #16-131 – Oxnard Performing Arts Center (Freeman)

The Oxnard Education Foundation along with the Oxnard School District will host an event to acknowledge students who scored within the top 5 percentile district wide in the California Assessment of Student Performance and Progress CAASPP test. The Awards of Excellence ceremony will be held on Wednesday, October 26, 2016 at the Oxnard Performing Arts Center.

FISCAL IMPACT:

Not to Exceed $1,700.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-131 with the Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: Agreement #16-131, Oxnard Performing Arts Center (11 Pages)
Certificate of Insurance (1 Page)

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this ***6th*** day of ***October 2016,*** by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and ***"Oxnard School District"***, ("Licensee").

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

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

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

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

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

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

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

(1)	Equipment/Supplies	
	(a) General Lighting	$ 0.00
	(b) House Sound System	0.00
	(c) Orchestra Chairs	0.00
	(d) Stage Playback Monitors (2)	0.00
(2)	Personnel	
	(a) Stage Technicians	$ 1,335.00
	(b) House Manager	200.00
	(c) 2 Ushers	140.00
	(d) Box Office	n/a

2. Coordination of Use

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

3. License Period

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

Moving In: Wednesday October 26, 2016 1:00 PM

Moving Out: Wednesday October 26, 2016 9:30 PM

Program: Wednesday October 26, 2016 4:00 PM

4. Reservation Fee

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

5. License Fee

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

(1)	License Fee	waived per agreement
(2)	Equipment/Supplies	waived per agreement
(3)	Personnel	1,675.00
(4)	Insurance	own
(5)	Non-Refundable Processing Fee	25.00
	TOTAL	$1,700.00

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

6. Gross Receipts Fees

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

7. No Free Passes

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

8. Maintenance of Records

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

9. Proposed Event

The event to be presented by Licensee shall consist of **"Awards of Excellence"**. Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

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

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

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

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

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 am** on the **27th** day of **October 2016**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

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

PACC.

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

12. PACC Not Liable For Licensee's Property

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

13. Handling of Funds

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

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

14. Prop Entrance

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

15. Care of Theater

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

16. Electrical Work and Plans

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

17. Animals Prohibited

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

18. Signs Require Permission

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

19. Televising Requires Permission

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

20. Conduct of Persons

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

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

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

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

21. Control of Theater

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

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

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's

employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

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

24. Entertainment Standards

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

25. Concession Sales by PACC

PACC reserves the sole right:

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

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

26. Sales by Licensee

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

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

27. Use of PACC Box Office

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

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the

Licensee's event without the written consent of Executive Director.

29. Copyright

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

30. Assignment

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

31. Occupancy Interruption

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

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

32. Indemnity

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

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

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

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

34. Maintenance and Repair

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

35. Default

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

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

36. Cancellation by PACC

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

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

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

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

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

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

37. Cancellation by Licensee

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

38. Attorneys' Fees

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

39. Entire Agreement

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

OXNARD PERFORMING ARTS CENTER CORPORATION	LICENSEE Oxnard School District
_____	_____
Oxnard Performing Arts Center Manager	Lisa A. Franz Director, Purchasing

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

Performing Arts & Convention Center
PACC
Oxnard, CA

EXHIBIT A

Addendum to Estimate Sheet

Event: OSD Awards of Excellence Date: October 26, 2016 Time:

Equipment Rental Fees:	$0.00

Recap of Personnel Fees:

Stage Technicians	$1,335.00
House Manager	$200.00
2 Ushers	$140.00
Box Office Fee	N/A
Total Personnel Fees:	**$1,675.00**

Contract Total Fees:

Rental Fee	No Rental Fee per Agreement
Equipment/ Supplies Fee	$0.00
Personnel Charges	$1,675.00
Insurance	OWN
Ticket Printing	N/A
Non-Refundable Processing Fee	$25.00
Security Guards Fee	N/A
Total Contract Fees:	**$1,700.00**
Less Deposit Paid:	
Total Due to PACC:	**$1,700.00**

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

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

Performing Arts & Convention Center
pacc
Oxnard, CA

ESTIMATE ONLY

Date Proce...	Estimate #
8/30/2016	311

Bill To
Oxnard Elementary School District Lydia Alvara

Event Name
Awards Of Excellence 2016

Time Of Event	Date Of Event	Tech Info
4:00 PM	10/26/2016	NO

Description	Time	Qty ...	Rate	OT ...	Amount
General Lighting, no colour, no specials, white light only.			0.00		0.00
House Sound System			0.00		0.00
Orchestra Chairs			0.00		0.00
Stage Playback Monitors (2) Mackie S215			0.00		0.00
EQUIPMENT RENTAL SUBTOTAL					0.00
Wed. 10/26/2016 Setup, Perf & Strike					
Stage Technical Director	1p - 10p	9	28.00		252.00
Lighting Technician	1p - 10p	8	19.00	1	152.00
Electrician	1p - 10p	8	19.00	1	152.00
Sound Technician	1p - 10p	8	19.00	1	152.00
Stage Desk / Curtain Op	1p - 10p	8	19.00	1	152.00
Stagehand (2ea)	1p - 10p	16	19.00	2	304.00
OT/ Stage 1.5 Rate		6	28.50		171.00
STAGE TECHNICAL LABOR SUBTOTAL					1,335.00
(WVEQ#45##)					

Brad McElmurry
Technical Director

PACC Does Not Provide Ladders/
Please Do Not Affix Signs To Painted Surfaces:

Total $1,335.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2016

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	CONTACT NAME: Mirna Hubbs	
Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	PHONE (A/C, No, Ext): (805)585-6739 FAX (A/C, No): (805)585-6200 E-MAIL ADDRESS: mhubbs@tolmanandwiker.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: VCSSFA	
INSURED	INSURER B: United Educators Insurance	10020
Oxnard School District attn: Norma Magana 1051 South "A" Street Oxnard CA 93030	INSURER C: Safety National Casualty Co	15105
	INSURER D: Wesco Insurance Company	25011
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16/17 GL/AU/XS/WC 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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CA School Form SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			VCSSFA LCM 2016-2017	7/1/2016	7/1/2017	EACH OCCURRENCE	$	500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	
							PRODUCTS - COMP/OP AGG	$	
							Self Insured Retention	$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			VCSSFA LCM 2016-2017	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			RCN20160359501	7/1/2016	7/1/2017	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP4055164	7/1/2016	7/1/2017	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Excess Workers' Comp			WPP1103802 03	7/1/2016	7/1/2017	BUFFER LIMIT		$400,000
A	Workers Compensation			WCM 2016-2017	7/1/2016	7/1/2017	SIR		$600,000

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

As respects to General Liability: The Certificate Holder is the Additional Insured as respects use of premises during the 7/1/2016-7/1/2017 policy term per endorsement VCSSFAAI2.

CERTIFICATE HOLDER

Oxnard Performing Arts and Convention Cen
800 Hobson Way
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dennis Corte/MIRNAH Dennis W. Corte

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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

Approval of Agreement/MOU #16-132– Ventura County Arts Council (Freeman/Ramos)

Elm School and the Ventura County Arts Council are in partnership to facilitate music education classes at the school site from November 4, 2016 through June 16, 2017. The Ventura County Arts Council will provide 24 weeks of continued music lessons taught by the OMAG music team in K-5th grades. Students will be engaged in music fundamentals that would be interactive lecture style with music and movement, rhythm instrument use, drum circles, and recorders in an age-appropriate and fun manner while preparing for a year-end musical performance. Lessons will be 30-45 minutes and will be provided on Fridays, from 8:00AM – 2:10PM. Lessons will take place in the classrooms in order to accommodate each grade level.

FISCAL IMPACT:

$13,824.00 – Site Allocated General Fund - Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-132 with Ventura County Arts Council.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #16-132, Ventura County Arts Council (1 Page)
Certificate of Insurance (2 Pages)

Ventura County Arts Council
646 County Square Drive, Suite 154, Ventura, CA 93003-0436
(805) 658-2213 (805) 658-2281
vcarts@pacbell.net www.vcartscouncil.org

MEMORANDUM OF UNDERSTANDING #16-132 BETWEEN
VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT
TO FACILITATE OXNARD MUSIC ADVOCACY GROUP (OMAG) CONSULTANCIES

This Memorandum of Understanding (MOU) is entered into by the **VENTURA COUNTY ARTS COUNCIL (VCAC)** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate the **Oxnard Music Advocacy Group** consultancies in Oxnard elementary schools and academies. The MOU sets forth the respective roles and responsibilities each bring to the program.

VCAC will:

1. Be the fiscal receiver of fees from the **OSD** for **Oxnard Music Advocacy Group (OMAG)** consultancies in the following school:

   ELM ELEMENTARY – not to exceed $13,824

   Disperse fees received by **VCAC** from **OSD** designated to pay the stipends to the OMAG Independent Music Consultants who submit a **VCAC** Invoice signed off by the **OSD** principal who requested the residency.

2. Name **OSD** additional insured (in the amount of $1,000,000 per occurrence, $2,000,000 aggregate) through June 30, 2017

OSD will:

1. Be solely responsible for making all arrangements with the OMAG Independent Music Consultants, including but not limited to, specified times and dates for the consultancies, provide a location for the consultancy, and approve the subject matter for the consultancy.

2. **OSD** Principals will be solely responsible for completing an invoice for each residency that is then submitted to **VCAC** to be paid from the fees received by **VCAC** from **OSD**

3. Keep on file current liability insurance certificates verifying insurance compliance from all participating OMAG Independent Music Consultants naming **OSD** as additional insured.

4. Name **VCAC** additional insured (in the amount of $1,000,000 per occurrence, $2,000,000 aggregate) through June 30, 2017

This MOU is for **Oxnard Music Advocacy Group (OMAG)** consultancies from October 6, 2016 to June 30, 2017, and may be extended by mutual agreement of both parties to the MOU.

We hereby agree to this MOU and certify that agreements made herein will be honored.

_____ _____
Lisa A. Franz, Director, Purchasing, OSD Date

_____ _____
Margaret Travers, Executive Director, VCAC Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2016

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

McDaniel Insurance Services LLC
P.O. Box 1294
Ojai, CA 93024-1294

CA DOI #0K28791

CONTACT NAME: Patricia (Patt) McDaniel
PHONE (A/C, No, Ext): 805-646-9948, 800-400-7288 FAX (A/C, No): 805-646-9976
E-MAIL ADDRESS: mcins@west.net
PRODUCER CUSTOMER ID #:

INSURED

VENTURA COUNTY ARTS COUNCIL
646 County Square Drive #154
Ventura, CA 93003-0436

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of California	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			2016-09180-NPO	3/6/2016	3/6/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			2016-09180-NPO	3/6/2016	3/6/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	LIQUOR LIABILITY			2016-09180-NPO	3/6/2016	3/6/2017	AGGREGATE / COMMON CAUSE 1,000,000 /1,000,000	

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

The certificate holder is additional insured as required under a written contract, lease or agreement regarding occasional meetings per CG 20 26 04 13, as their interest may appear.

CERTIFICATE HOLDER

Oxnard School District
1051 South A Street
Oxnard, CA 93030

6

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. Oxnard School District 1051 South A Street Oxnard, CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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

Approval of Agreement #16-137 – Key Data Systems (Freeman)

Key Data Systems will provide CELDT Pre-ID services to include data cleaning, data validation, and proofing and file submission to CELDT portal for the 2016-2017 school year.

FISCAL IMPACT:

Not to Exceed $2,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-137 with Key Data Systems.

ADDITIONAL MATERIALS:

Attached: Agreement #16-137, Key Data Systems (4 Pages)
OSD Student Privacy Agreement (3 Pages)

OSD AGREEMENT #16-137

Agreement for Data Services

This Contract is hereby entered into by and between the **Oxnard School District**, ("District") and Key Data Systems, ("Contractor").

Contractor agrees to provide to the District the services enumerated in Section G of this Contract under the following terms and conditions.

A. Services shall begin **October 6, 2016** and shall continue until **June 30, 2017**.

B. Contractor understands and agrees that they and all their employees, if any, are not employees of the District and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume all responsibility for payment of all Federal, State and local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Contractor and its employees, if any.

C. Contractor shall furnish, at its expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Contract.

D. In performance of the work herein completed, Contractor is an independent contractor, with the authority to control and direct the performance of the details of the services.

E. Contractor agrees to defend, indemnify and hold harmless the District, the Board of Education, employees, agents and representatives of the District, from and against any and all liability or loss arising in any way out of Contractor's negligence and/or intentional acts in the performance of this contract, including but not limited to any claim due to injury and/or damage sustained by Contractor, and/or Contractor's employees or agents or any third party.

F. The District agrees to compensate the contractor for services rendered for the amount of **$2000.00** to be billed in 1 installment of **$2000.00** by March 30, 2017.

G. Scope of Work

- Contractor will work primarily out of the Contractor's offices in Lake Elsinore, CA to work on projects for the District (office space not provided by the District)
- Contractor will provide data services to educational services division as directed by the Assistant Superintendent of Educational services

Support Services

Pre-IDs

- CELDT Pre-ID services including data cleaning, data validation, proofing and file submission

951-245-0828 600 A Central Avenue ♦ Lake Elsinore, CA 92530 www.KeyDataSys.com

H. Contractor shall perform all services in competent and professional manner. District shall review and evaluate Contractor's work, and determine whether Contractor is performing in accordance with this Contract.

I. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.

J. District will make payment for services to the Contractor as follows: within 15 days of the presentation to the District of Contractor's invoice.

K. This Contract may be terminated by either party notifying the other, in writing, at least thirty (30) days prior to the date of termination.

L. Contractor and its employees and agents, shall not consume controlled substances; alcohol or tobacco products while performing work under this contract in or about any District facility.

M. Contractor shall certify that they and/or their employees, if any, have never been convicted of a serious or violent felony, as those terms are defined in the California Penal Code. Contractor so certifies by signing this Contract.

N. Contractor agrees to complete and return to the District any and all documents required to fulfill the purpose of this Contract.

O. Contractor shall at all times perform its obligations under this contract consistent with all applicable local, state, and federal laws.

P. All student data, test data, specifications, financial data, electronic and other information which is provided to Contractor under this Contract shall be kept confidential. This data is not public knowledge and is being disclosed to Contractor only under the terms of this Contract. Information about students, staff or schools will not be released to people or agencies without the District's written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes or other documents will remain part of the District's confidential records. Data will only be released to District employees authorized by the nature of their duties to receive such information, and only with the consent of the District. All employees of the Contractor agree to abide by this confidentiality agreement. Please see Exhibit A for Data Security Policy.

Q. District must provide to Contractor all data, standards pacing and login information necessary for the services covered in this Contract. District acknowledges that the outcome of services will be affected by incorrect, incomplete, missing data or in the delay in sending vital information to KDS, and District will not hold the Contractor responsible for any damages caused by services performed with incorrect, incomplete or missing data or delayed vital information. District will compensate Contractor for services agreed to but not performed due to non-receipt of data from District. Data files must be provided in the original format provided by testing company.

Contractor:	District:
By: Leanne Holland	By: _____
Leanne Holland VPO	Printed Name: Lisa A. Franz
Key Data Systems Tax ID #: 33-0984966	Title: Director, Purchasing

951-245-0828 600 A Central Avenue ♦ Lake Elsinore, CA 92530 www.KeyDataSys.com

Exhibit A

2016-17 Key Data Systems' Data Security Policy

Key Data Systems (KDS) has developed this Data Security Policy to ensure that our technical resources are properly protected, that the integrity and privacy of confidential information is maintained, that information resources are available when they are needed and that users of these resources understand their responsibilities. All employees must comply with the company Data Security Policy.1. High Risk Confidential Information (HRCI)

Certain categories of information are classified as high risk, either because the exposure of this information can cause harm or because the information is specifically protected under law or under contract. The Family Educational Rights and Privacy Act (FERPA) is a federal law that controls access to these records. Anyone at KDS with access to current and/or former pupil's educational records is made aware of and adheres to FERPA. Extra care must be taken to protect high-risk confidential information in both electronic and paper form. Such information is subject to legal requirements when being disposed of.

High-Risk Confidential Information includes a person's name, address, ID number, individual assessment data and individual demographic information.

1.1 Storing HRCI

No member of the KDS is permitted to store HRCI (other than their own) in any way relating to KDS locally on any individual user computer or on a portable storage device. Servers storing high-risk confidential information are protected as Target Computers.

Non-electronic records containing high-risk confidential information are kept in secure locked containers except when in use.

1.2 Internet Access to HRCI

No HRCI can be stored on any computer directly accessible from the Internet. Confidential information is saved on a separate "back-end" computer (for example, a database server) that is isolated from the Internet server by a firewall. Back-end computers use private IP addresses and are not directly reachable from the Internet or from any open portions of the KDS network. Access to the back-end computer is limited to that required to support the computer and that access is through a firewall. There also is a firewall between the Internet server and its users on the Internet or on the KDS networks. All of the firewalls are configured to block all inbound and outbound traffic that is not needed for operation of the service.

2. HRCI User Access

2.1 Identifying Users with Access to HRCI

System owners are able to identify individual users of systems that contain HRCI. Passwords used to access such systems meet current industry standards for length and complexity. User passwords are not shared and are not retrievable by anyone, including the system operator.

2.2 Confidentiality Agreements

Exhibit A

KDS employees who have access to confidential information must annually agree to a confidentiality agreement. In order to ensure that all employees who deal with confidential information are regularly reminded of their responsibilities, KDS requires all employees to annually agree to a confidentiality agreement.

2.3 HRCI Access Training

KDS provides training for employees who are involved in the use or processing of HRCI. General security awareness and data stewardship training is required for employees dealing with HRCI.

We have implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect customer data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction.

This information is for general informational purposes only. This information is subject to change at any time and should not be interpreted to be a contractual commitment or guarantee on the part of KDS.

3. Policy

3.1 Pupil records continue to be the property of and under the control of the local educational agency.

3.2 KDS will not use any information in the pupil record for any purpose other than those required or specifically permitted by the contract.

3.3 Upon request pupil records shall not be retained or available to KDS upon completion of the terms of the contract.

3.4 KDS will not use personally identifiable information in pupil records to engage in targeted advertising.

4. Unauthorized Disclosure

4.1 KDS shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any parent, legal guardian, or eligible pupil whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

4.2 The security breach notification shall be written in plain language.

4.3 The security breach notification shall include, at a minimum, the following information:

4.3.1 A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

4.3.2 The estimated date of the breach, or the date range within which the breach occurred. The notification shall also include the date of the notice.

4.3.3 A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

TECHNOLOGY SERVICES AGREEMENT WITH KEY DATA SYSTEMS

(California Education Code § 49073.1 Compliance)

This Agreement (the "Agreement") is entered into as of October 6, 2016 ("Effective Date") by and between the Oxnard School District ("District") and Key Data Systems ("Consultant"). District and Consultant are sometimes referred to herein as the "Parties" and each a "party".

WHEREAS, pursuant to the Technology Service Agreement, Consultant provides [[services for the digital storage, management, and retrieval of pupil records][and][digital educational software]] to the District;

WHEREAS, pursuant to Assembly Bill 1584 ("AB 1584"), which was codified under the Education Code as section 49073.1, the California Legislature requires that any agreement entered into, renewed or amended after January 1, 2015 between the District and a third-party Consultant must contain the statements and provisions specified under Education Code section 49073.1(b);

WHEREAS, the District is a California school district subject to all state and federal laws governing education, including but not limited to: (i); (ii) the Children's Online Privacy Protection Act, ("COPPA") 15 U.S. 6501; (iii) Federal Educational rights and Privacy Act ("FERPA") 20 U.S.C. section 1232g, 34 C.F.R. Part 99; (iv) SB 1177, Student Online Personal Information Protection Act ("SOPIPA") California Business & Professional Code § 20 U.22584; (v) the Protection of Pupil Rights Act ("PPRA") 20 U.S.C. 1232 (h); (vi) the Health Insurance Portability and Accountability Act (HIPPA) 42 U.S Code 1320(d);

WHEREAS, the District owns computerized data that includes personal information and is required, under Civil Code sections 1798.29 and 1798.82 and Government Code section 6252, to disclose any breach of its security systems in an expedited manner;

WHEREAS, the District and the Consultant desire that the Technology Services Agreement and the services provided by Consultant comply with AB 1584 and are entering into this Addendum to that effect.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties intend that this Addendum modifies and amends the existing Technology Services Agreement for the limited purpose of ensuring compliance with the provisions and requirements of AB 1584 as set forth in Education Code section 49073.1. All terms and provisions of the Technology Services Agreement not expressly modified hereby remain in full force and effect.

2. Amendment. The Technology Services Agreement is hereby amended to specifically include the following requirements specified in section 49073.1(b):

   a. Pupil Records. The Parties acknowledge and agree that, notwithstanding any other provision of the Technology Services Agreement, pupil records (as defined below) are and remain the property of the District and Consultant shall not access, use or dispose of such records except for the purposes contemplated under the Technology Services Agreement or in compliance with the written direction of the District;

   As used herein and in the Technology Services Agreement, "pupil records" or "student records" include any information concerning a student that is maintained by the District or acquired from the student or his or her legal guardians through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include de-

identified information (information that cannot be used to identify an individual pupil) used by Consultant or other third party to: (1) improve educational products for adaptive learning purposes and for customized pupil learning; (2) demonstrate the effectiveness of a provider's products for marketing purposes; or (3) develop and improvement educational sites, services, or applications.

b. Pupil-generated content. Notwithstanding the foregoing, pupils may retain possession and control of their own pupil-generated content.

   If pupil-generated content is created, Consultant shall provide a specific procedures allowing District students to transfer their pupil-generated content to a personal account. Such procedures shall be attached hereto as an **Attachment**.

c. Non-Dissemination of Student Information. Consultant shall not use any information in any pupil record for any purpose other than those required or specifically permitted under the Technology Services Agreement;

d. Correction of Student Records. Consultant shall provide a description of the procedures by which parents or legal guardians or eligible pupils may review and correct, if needed, personally identifiable information;

e. Confidentiality of Student Records. Consultant shall take actions to ensure the security and confidentiality of pupil records. Such actions shall include but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records. Consultant understands and agrees that enacting these measures will not absolve Consultant of liability in the event of an unauthorized disclosure of pupil records;

f. Notification. Consultant shall work with District staff to ensure that any parent, legal guardian or eligible pupil affected by an unauthorized disclosure of pupil records is notified;

g. Disposition of Student Records. Consultant certifies that pupil records will not be retained by, or available to, Consultant or any of its subcontractors or agents upon completion of the services contemplated under the Technology Services Agreement. If any such records are created during the term of that agreement, Consultant shall ensure that they are returned to the District or destroyed, at the District's option and upon the District's written request following notice from Consultant clearly identifying such records. Certification is included as an **Attachment** hereto.

3. Term. This Addendum shall remain in effect while the Technology Services Agreement is in effect and shall expire or terminate, as applicable, concurrently with the Technology Services Agreement.

4. Compliance with FERPA. District agrees to work with Consultant to ensure compliance with FERPA and the Parties will ensure compliance through the following procedures.

5. Attachments. Consultant will provide each of the following applicable procedures, certifications and documentation and the Parties will number the **Attachments** included:

Exhibit **Attachment** A – Procedures for a Transfer of Pupil-Generated Content

Attachment A – Protocol for Review and Correction of Student Personally Identifiable Information

Attachment A – Procedures for Ensuring Confidentiality of Pupil Records (Responsible Consultant Staff / Description of Consultant Training)

Attachment A – Procedure for Notification of Persons Affected by Unauthorized Disclosure of Pupil Records.

Attachment A – Consultant Certification and Procedure to Ensure Non-Retention of Pupil Records.

Attachment A – Procedure for Compliance with FERPA.

6. Incorporation of Recitals and Attachments. The Recitals and each certification by Consultant and Attachment identified above are hereby incorporated by this reference to be given full force and effect as if fully set forth herein and in the Technology Services Agreement.

7. The person(s) executing and delivering this Addendum on behalf of Consultant warrant and represent that he/she/they understand the applicable requirements of law, have full power and authority to undertake the actions, commitments and obligations herein undertaken and that by the execution and delivery of this Addendum, Consultant is bound to the terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Addendum to be effective as of the Effective Date first written hereinabove.

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

KEY DATA SYSTEMS:

By: Sandi Fandrick
Sandi Fandrick/Business Office

Date: September 21, 2016

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca **Date of Meeting:** 10/5/16

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

Approval of Agreement #16-133 – CompHealth Medical Staffing (Vaca)

CompHealth Medical Staffing will provide temporary service to Oxnard School District students consistent with the student's Individualized Education Program (IEP), which may include direct and consultative services as needed for the positions listed. Additionally, CompHealth Medical Staffing may conduct assessments, write assessment reports, attend and present at IEP meetings, develop goals, and monitor progress on goals.

Service providers may include:

- Physical Therapist
- Speech Language Pathologist
- COTA/PT

FISCAL IMPACT:

Not to exceed $80.00 per hour (see Rate Sheet) – Special Education Funding

RECOMMENDATION:

It is the recommendation of Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #16-133 with CompHealth Medical Staffing.

ADDITIONAL MATERIALS:

Attached: Agreement #16-133, CompHealth Medical Staffing (6 Pages)
CompHealth 2016-17 Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

CompHealth.

JDE No.1873185

ALL INCLUSIVE SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Oxnard Elementary School District ("Client"), a nonprofit organization, with its principal place of business located at 1051 South A Street, Oxnard, CA 93030, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 2900 Charlevoix Drive SE, Suite 200, Grand Rapids, MI 49546 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of Oct. 6, 2016 ("Effective Date").

Section A, Intent of Agreement

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals ("Provider(s)") to provide clinical services to Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services , the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance
CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of $1,000,000 per Provider per incident and $3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.
B.6 General Liability Insurance
CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of $1,000,000 per incident and $3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers
In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.
C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)
For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.
C.3 Housing, Travel Arrangements & Per Diem Allowance
With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.
C.4 Practice Standards
Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.
C.5 Risk Management and Incident Reporting Cooperation
Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.
C.6 Change in Worksite Location
Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency
Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

Section D, Fees

D.1 Fee Schedule
Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.
D.2 Deposit, Costs of Obtaining Privileges
Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of $0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.
D.3 Invoicing
Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.
D.4 Minimum Workweek
CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g inclement weather, school holidays and non-working days as referenced in school's calendar).
D.5 Failure to Issue Confirmation
Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment
For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a

Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The term of this Agreement ("Term") shall begin on the Effective Date and continues thereafter until June 30, 2017.

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of California.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Facsimile Signature Deemed Original, Permission to Fax and E-Mail

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

OXNARD ELEMENTARY SCHOOL DISTRICT	COMPHEALTH MEDICAL STAFFING
By: _____	By: _____
Title: Director, Purchasing	Title: _____
Date: _____	Date: _____
Printed Name: Lisa A. Franz	Printed Name: _____
95-6002318	
Federal Tax I.D. # or Social Security #	

CompHealth

Megan Gillis
2900 Charlevoix Dr SE Suite 200
Grand Rapids, MI 49546
(800) 634-9582 x 5015 (toll-free) / (616) 975-5015 (office) / (616) 635-3656 (cell)

September 14, 2016

Oxnard Elementary School District – Human Resources
1051 South A Street
Oxnard, California 93030

RE: Rate Request for 2016 - 2017 School Year

To Whom It May Concern:

Per your request, here are the requested rate ranges we would like to work with if we potentially staff needs with Oxnard Elementary School District for the 2016-2017 school year. The rate that is presented will reflect the current housing costs in the area, and experience of the Provider.

OT	$70-$74
PT	$70-$74
SLP	$76-$80
COTA/PTA	$64-$67

I look forward to hearing from you if we can be of assistance.

Thanks!

Megan Gillis
Client Representative, Schools-Based Opportunities

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/1/2016

DATE (MM/DD/YYYY) 3/16/2016

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

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

PRODUCER
LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
KANSAS CITY MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : RLI Insurance Company	13056
INSURER C : The Travelers Indemnity Company	25658
INSURER D : National Fire and Marine Insurance Co	20079
INSURER E : Not Applicable	
INSURER F : The Charter Oak Fire Insurance Company	25615

INSURED
1336505
CHG COMPANIES, INC.
CHG HEALTHCARE SERVICES INC.
CHG MEDICAL STAFFING, INC.
DBA COMPHEALTH MEDICAL STAFFING
6440 SOUTH MILLROCK DR., STE #175
SALT LAKE CITY UT 84121

COVERAGES **CERTIFICATE NUMBER:** 13958469 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	HML2047957562	2/1/2016	2/1/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	CAP9502025	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ Not Applicable
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ Not Applicable
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ Not Applicable
								$ Not Applicable
E	UMBRELLA LIAB / OCCUR	N	N	Not Applicable			EACH OCCURRENCE	$ Not Applicable
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ Not Applicable
	DED / RETENTION $							$ Not Applicable
C F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	See Below* See Below**	11/1/2015 11/1/2015	11/1/2016 11/1/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	N205014	2/1/2016	2/1/2017	EACH CLAIM: $1,000,000 AGGREGATE: $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers compensation coverage only applies to employees of the named insured. Workers Compensation policy numbers: TRK-UB-487D655-4-15(AZ, MA & WI); TC2O-UB-487D630-8-15(Other States). Professional Liability: Virginia Limits: Each Claim - $2,200,000; Aggregate - $6,600,000 effective 7/1/2016 Virginia Limits are increased to each claim - $2,250,000; Aggregate - $6,750,000. Excludes CRNA'S, Nurse Practitioners, Physician Assistants, Physicians and Pharmacists. This policy is occurrence based. Subject to policy aggregate and other terms and conditions. Karen Kuratsu, SLP while on assignment

CERTIFICATE HOLDER

13958469
Oxnard Elementary School District
1051 South A Street
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline **Date of Meeting:** 10/5/16

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

Approval of Agreement #16-134 – Dial Security – Alarm Monitoring/Maintenance Services (Cline/McGarry)

Bids were solicited for Bid #16-02, Alarm Monitoring/Maintenance Services, as required at all district sites. One bid was received and opened at 2:00 p.m., Tuesday, September 20, 2016. The single bid was submitted by Dial Security of Camarillo, California, in the amount of $98,892.00 for the first year. This is a one (1) year service contract with an option to renew for four (4) additional one (1) year periods.

FISCAL IMPACT:

$98,892.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Maintenance Manager, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #16-134 with Dial Security in the amount of $98,892.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-134, Dial Security (2 Pages)
Bid Form (2 Pages)

AGREEMENT

#16-134

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

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

I

TERM

The term of this Agreement shall be from **October 6, 2016** through **October 5, 2017*.** All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.
***With an option to renew for four (4) additional one (1) year periods.**

II

WORK

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

III

NON-FUNDING

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

IV

TERMINATION

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

V

COMPENSATION

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

VI

METHOD OF PAYMENT

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

VII

CONTRACT DOCUMENTS

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

VIII

ENTIRE AGREEMENT

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

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

DIAL SECURITY:

Signature_____

Name:_____
(print or type)

Title:_____

Date:_____

OXNARD SCHOOL DISTRICT:

Signature_____

Name: Lisa A. Franz

Title: Director, Purchasing

Date:_____

Approved by Board of Trustees on_____

Item No._____

OXNARD SCHOOL DISTRICT

BID #16-02, ALARM MONITORING SERVICES

4.0 BID FORM

Pursuant to and in compliance with the Advertisement for Bid and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the scope and location of work, specifications and other contract documents, hereby proposes and agrees to perform, upon notice of award, all of the bid's component parts within the time the bid is required to remain effective, and to furnish everything necessary to perform the contract in a workman like manner all of the work required in connection with Bid #16-02, Alarm Monitoring Services, all in strict conformity with the bid specifications and conditions on file at the office of the Director, Purchasing of the Oxnard School District.

4.1 The following addenda have been received and are acknowledged and incorporated in the bid:

Addendum N/A, dated N/A; Addendum N/A, dated N/A
Addendum N/A, dated N/A; Addendum N/A, dated N/A

4.2 Services shall include twenty-four (24) hour alarm monitoring service, routine maintenance on the existing alarm system, including parts and labor, fire alarm monitoring where required, and twenty-four (24) hour paging of District personnel through existing paging and two-way radio system, or a combination of paging and telephone. Bid for all stated services:

MONTHLY (paid monthly for 12 months)	$ $8,241.00 x 12	$ $98,892.00
QUARTERLY (paid quarterly for 4 quarters)	$ $24,723.00 x 4	$ $98,892.00
ANNUALLY (when paid in full by 10 / 20 / 2016)		$ $98,892.00 *

*Ninety Eight Thousand Eight Hundred Ninety Two Dollars & 00/100

4.3 Bidder shall check which equipment he proposes to use to contact District personnel:

a.	Cellular phone & pager system	YES ✓	NO
b.	Two-way radio & pager system	YES	NO ✓

4.4 Bidder shall state the cost of reprogramming alarm systems when requested by District over and above the routine maintenance procedures:

a.	Hourly rate	$ 100.00 /hour
b.	Site rate	$ 125.00 /site

4.5 The following required documents are attached hereto:

(✓) Yes	( ) No	BID SECURITY
(✓) Yes	( ) No	DESIGNATION OF SUBCONTRACTORS
(✓) Yes	( ) No	STATEMENT OF BIDDERS QUALIFICATIONS
(✓) Yes	( ) No	NON-COLLUSION AFFIDAVIT
(✓) Yes	( ) No	CERTIFICATION OF WORKER'S COMPENSATION

4.6 It is understood and agreed that if written notice of this bid is mailed, telegraphed or delivered to the undersigned after the opening of the bid and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form thereto in accordance with the bid as accepted, all within ten (10) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed.

4.7 In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the District may declare the bidder's bid deposit or bond forfeited as damaged, caused by the failure of the bidder to enter into the contract.

4.8 The bidder understands and agrees that it is the intention of the District that with the consent of the parties this is an annual contract for services which may be renewed up to four years in addition to the original year: YES _____ NO _____ (Initial appropriately)

4.9 It is understood that the District reserves the right to reject this bid as specified in the Instructions and Conditions for Bidders and that this bid shall remain open and not be withdrawn for a period of thirty (30) days after the Bid is opened and read aloud.

4.10 It is understood that the District reserves the right to reject any and all bids as specified in the Instructions and Conditions for Bidders and that this bid shall remain open and not be withdrawn for a period of thirty (30) days after the Bid is opened and read aloud.

4.11 The names of all persons interested in the foregoing proposal as principals are as follows:

William H Dundas
Melissa Dundas
Bryan Buck

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE REPRESENTATIONS MADE IN THIS BID ARE TRUE AND CORRECT.

Dial Security
Firm (circle one):
Corporation/Partnership*/Proprietorship

Authorized Signature
Business Administrator
Title
760 W. Ventura Blvd.
Address
Camarillo CA 93010
City, State, Zip code
09/09/2016
Date
805-389-6700 / 805-383-3401
Telephone/Fax
ACO 489
License No.

*If the bidder is a Partnership, all partners must sign on a separate piece of paper and attach it to the Bid Form.

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline **Date of Meeting:** 10/5/16

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

Approval of Agreement #16-138 - Cumming Construction Management Inc. (Cline/McGarry)

Cumming Construction Management will provide design, procurement, and construction management services for the Proposition 39 program. The project scope includes development of bid documents that fully comply with Proposition 39 procurement requirements, and design specifications and documents for inclusion in bid documents for the lighting and HVAC retrofit projects.

Term of Agreement: **October 6, 2016 through December 31, 2018**

FISCAL IMPACT:

$201,053.00 – Prop 39 Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Maintenance Manager, that the Board of Trustees approve Agreement #16-138 with Cumming Construction Management Inc.

ADDITIONAL MATERIAL:

Attached: Agreement #16-138, Cumming Construction Management Inc. (13 Pages)
Proposal (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-138

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 5th day of October, 2016 by and between the Oxnard School District ("District") and Cumming Construction Management 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 **October 6, 2016 through December 31, 2018** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, shall not exceed Two Hundred One Thousand Fifty-Three Dollars ($201,053.00), 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: Lisa Cline
Phone: (805) 385.1501 x2401
Fax: (805) 487.2118

To Consultant: Cumming Construction Management Inc.
523 W. 6th Street
Los Angeles, CA 90014
Attention: Christine Marez
Phone: (213) 408.4518
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. LISA CLINE** 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:

_____
Signature

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

_____
Date

Tax Identification Number: 95-6002318

CUMMING CONSTRUCTION MANAGEMENT INC.:

_____
Signature

_____
Typed Name/Title

_____
Date

Tax Identification Number: _____

☐ Not Project Related

☑ Project **#16-138**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-XXX

SERVICES

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

PER ATTACHED PROPOSAL DATED 9/9/16

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

PER ATTACHED PROPOSAL DATED 9/9/16

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 **#16-138**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-XXX

COMPENSATION

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

Total Compensation Not to Exceed $201,053.00

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 $201,053.00 as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project **#16-138**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-XXX

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project **#16-138**

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 **#16-138**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-XXX

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, **CUMMING CONSTRUCTION MANAGEMENT INC.**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

CUMMING
Building Value Through Expertise

523 W 6th Street
Suite 1001
Los Angeles, CA 90014
Phone 213.408.4518
www.ccorpusa.com

September 9, 2016

Oxnard School District
1055 South C Street
Oxnard, CA 93030
ATTN: Lisa Cline and Vince MdGarry

RE: **Proposal for Design, Procurement, and Construction Management Services**

Cumming is pleased to submit a pricing proposal to Oxnard School District ("District") for design, procurement, and construction management services, for the Proposition 39 program. The project scope includes development of bid documents that fully comply with Proposition 39 procurement requirements, design specifications and documents for inclusion in bid documents for the lighting and HVAC retrofit projects. Period of contract ~~September 1,~~ October 6 2016 to December 31, 2018.

SCOPE OF PROPOSED SERVICES

Cumming will provide design, bid procurement support, and construction management services to support the implementation of the District's Prop 39 Energy Projects.

Design and Bid Procurement Support

Cumming will provide design services, design support, engineered bid drawings and other documents including but not limited to detailed lighting audit worksheets, HVAC and lighting technical specifications, equipment performance and quality standards and modified District general requirements.

Cumming will develop a set of Design-Build (turnkey) bid documents for best value or formal bidding requirements in compliance with Prop 39 guidelines. Work includes review meetings of all contract documents with District staff and legal counsel in order to develop a contract bid set for procurement. Cumming will also coordinate all bid documents for the procurement of the work, and provide bid support during sites walks, bid opening, and bid evaluation.

Design team members include fully licensed mechanical engineers (HVAC design) and lighting energy managers to support the integrity of the Prop 39 approved scope of work through the bid and installation phases of the work.

Construction Management Support

Cumming will provide Construction Management services that include preconstruction, construction, and post construction phases of the work. Services include a dedicated and experienced Construction Manager will oversee all tasks during mobilization, installations, and project closeout activities.

Preconstruction	Construction	Post Construction

• Contract review for scope of work adherence
• Review of Contractor submittals
• Review of Contractor Schedule of Values (SOV)
• Schedule validation Controls assessment
	• Review of work in place
	• Contract compliance
	• Review of Payment Applications (schedule of values and work-in-place %)
	  o Cash flow projections
	  o Contractor overhead
	• Change orders mgmt
	• Schedule and labor analyses
		• Contract compliance
		• Review Commissioning activities and reports
		• Cost reconciliation
		• Project Closeout
		• Contract Closeout

PROPOSED FEE

The following table includes a breakdown of project costs for Prop 39 projects scheduled for implementation in 2016-18. Project Costs submitted to the CEC in the District's Energy Expenditure Plan include both Design fees (3-6%) and Construction Management fees in the funding approved by the CEC. All proposed Fees are reimbursable from the District's annual allocation of Prop 39 funds.

Projects	Material and Labor	Bid/Design Fee	Bonds and Insurance	General Conditions & Contractor Fee	Permits, Testing, Inspection, Construction Contingency	Construction Management	Total Estimated Project Installation Costs
2016 Lighting		3.0%	2%	3.0%	2.0%	2%	
Brekke ES	$4,422	$133	$88	$133	$88	$88	**$4,952**
Chavez ES	$191,862	$5,756	$3,837	$5,756	$3,837	$3,837	**$214,885**
Curren ES	$25,668	$770	$513	$770	$513	$513	**$28,748**
Drifill ES	$152,468	$4,574	$3,049	$4,574	$3,049	$3,049	**$170,764**
District Office	$3,898	$117	$78	$117	$78	$78	**$4,366**
Frank IS	$375,366	$11,261	$7,507	$11,261	$7,507	$7,507	**$420,410**
Fremont MS	$3,339	$100	$67	$100	$67	$67	**$3,740**
Haydock ES	$7,345	$220	$147	$220	$147	$147	**$8,226**
Kamala ES	$6,746	$202	$135	$202	$135	$135	**$7,556**
Marina West ES	$15,503	$465	$310	$465	$310	$310	**$17,363**
McAuliffe ES	$4,025	$121	$81	$121	$81	$81	**$4,508**
McKinna ES	$16,623	$499	$332	$499	$332	$332	**$18,617**
Ramona ES	$14,261	$428	$285	$428	$285	$285	**$15,972**
Ritchen ES	$108,768	$3,263	$2,175	$3,263	$2,175	$2,175	**$121,820**
Rose Avenue ES	$9,867	$296	$197	$296	$197	$197	**$11,051**
San Miguel Pre	$809	$24	$16	$24	$16	$16	**$906**
Sierra Linda ES	$26,347	$790	$527	$790	$527	$527	**$29,509**
Marshall ES	$16,610	$498	$332	$498	$332	$332	**$18,603**
Warehouse	$25,588	$768	$512	$768	$512	$512	**$28,658**
Totals	**$1,009,513**	**$30,285**	**$20,190**	**$30,285**	**$20,190**	**$20,190**	**$1,130,655**

Projects	Material and Labor	Bid/Design Fee	Bonds and Insurance	General Conditions & Contractor Fee	Permits, Testing, Inspection, Construction Contingency	Construction Management	Total Estimated Project Installation Costs
2016 HVAC		6.0%	2.0%	2.0%	1.0%	1%	
Frank IS	$506,626	$30,398	$10,133	$10,133	$5,066	$5,066	**$567,421**
Fremont MS	$626,246	$37,575	$12,525	$12,525	$6,262	$6,262	**$701,396**
Rose Avenue ES	$319,931	$19,196	$6,399	$6,399	$3,199	$3,199	**$358,323**
San Miguel Pre	$87,845	$5,271	$1,757	$1,757	$878	$878	**$98,386**
Totals	**$87,845**	**$92,439**	**$30,813**	**$30,813**	**$15,406**	**$15,406**	**$272,722**
2017 HVAC		6.0%	2.0%	2.0%	1.0%	1%	
Curren ES	$102,029	$6,122	$2,041	$2,041	$1,020	$1,020	**$114,272**
Drifill ES	$157,729	$9,464	$3,155	$3,155	$1,577	$1,577	**$176,657**
Kamala ES	$138,789	$8,327	$2,776	$2,776	$1,388	$1,388	**$155,444**
McKinna ES	$110,537	$6,632	$2,211	$2,211	$1,105	$1,105	**$123,801**
Marshall ES	$101,371	$6,082	$2,027	$2,027	$1,014	$1,014	**$113,536**
Totals	**$610,455**	**$36,627**	**$12,209**	**$12,209**	**$6,105**	**$6,105**	**$683,710**
TOTAL	**$1,707,813**	**$159,352**	**$63,212**	**$73,307**	**$41,701**	**$41,701**	**$2,087,087**

Table 2 – Proposed Design and CM Costs

Proposed Fee Summary

The following costs include scope of services as required by the District. All proposed costs are **100% reimbursable** from Prop 39 funds. ***Total Fee is 6.3% of Installed Project Costs***

Description	Prop 39 Program Year		
	2016-17	**2017-18**	**Total Fee**
Design Fee	$122,724	$36,627	$159,352
Construction Management	$35,597	$6,105	$41,701
	$158,321	**$42,732**	**$201,053***

Table 3 – Total Cost of Services

After reviewing our enclosed cost proposal, if you have any questions or concerns, please contact me at (626) 688-4634 or cmarez@ccorpusa.com.

Sincerely yours,

Christine E. Marez

Christine Marez, LEED AP
Director of Energy

Proposal Approval

Cumming Construction Management, Inc.	Oxnard School District
Firm	**Firm**
Christine E. Marez	Lisa Cline
Signature	**Signature**
Christine Marez, Director of Energy	Lisa Cline Deputy Superintendent
Name and Title	**Name and Title**
September 13, 2016	9-12-16
Date	**Date**

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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 #16-112 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student JE112705, 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: JE112705

FISCAL IMPACT:

Tuition:	$160.00 per diem x 200 days = $32,000.00 (Including 20 days of Extended School Year)
Paraeducator 1:1:	$25.00 per hour x (1500 minutes) 25 Hrs. per week - $625.00 $625.00 x 42 weeks = $26,250.00
Transportation:	$38 Round trip daily rate, for 200 days = $7,600.00
Grand Total:	**$65,850.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-112 with Casa Pacifica School, NPS, in the amount not to exceed $65,850.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-112, Casa Pacifica School (4 Pages)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-112

THIS AGREEMENT, made and entered into this 5th day of October 2016, 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: JE112705

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2016-2017** school year at a daily rate of $160 for 200 days; this includes 20 days of extended school year through July 13, 2017; Intensive Individualized services (1:1 Paraeducator) at a $25 per hour rate for 1500 minutes a week for 42 weeks, and a $38 daily rate for round trip transportation; services not to exceed **$65,850.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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 **$65,850.00.** for **Student: JE112705**

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

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

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

_____	_____
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
_____	_____
Date	Michael Redard, Chief Financial Officer Casa Pacifica School, Nonpublic, Nonsectarian School

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

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
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Mirna Hubbs
PHONE (A/C, No, Ext): (805)585-6739 FAX (A/C, No): (805)585-6839
E-MAIL ADDRESS: mhubbs@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance	11845
INSURER B: Admiral Insurance Company	24856
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Casa Pacifica Centers for Children & Families
1722 South Lewis Road
Camarillo CA 93012-8520

COVERAGES CERTIFICATE NUMBER: 15/16 GL/AUTO/UMB/E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES SOCIAL SERVICES X PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		2015-03300-NPO	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2015-03300-NPO	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2015-03300-UMB	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	MEDICAL PROFESSIONAL LIABILITY CLAIMS-MADE			EO 000002683-12 RETRO DATE 10/5/2004	11/1/2015	11/1/2016	PER CLAIM: AGGREGATE:	$1,000,000 $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 2015-16 & 2016-17 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER

(805)437-1599 msamples@vcoe.org

Ventura County SELPA
Attn: Mary Samples
5100 Adolfo Road
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

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

   a. **Primary Insurance**

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

   b. **Excess Insurance**

      This insurance is excess over:

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

         (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

         (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

         (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

         (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

      (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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 #16-113 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student ZH020603, 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: ZH020603

FISCAL IMPACT:

Tuition: $160.00 per diem x 200 days = $32,000.00
(Including 20 days of Extended School Year)

Transportation: $38 Round trip daily rate, for 200 days = $7,600.00

Grand Total: **$39,600.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-113 with Casa Pacifica School, NPS, in the amount not to exceed $39,600.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-113, Casa Pacifica School (4 Pages)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-113

THIS AGREEMENT, made and entered into this 5th day of October 2016, 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: ZH020603

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2016-2017** school year at a daily rate of $160 for 200 days; this includes 20 days of extended school year through July 13, 2017; and a $38 daily rate for round trip transportation; services not to exceed **$39,600.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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 **$39,600.00** for **Student: ZH020603.**

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

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

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

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

_____	_____
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
_____	_____
Date	Michael Redard, Chief Financial Officer Casa Pacifica School, Nonpublic, Nonsectarian School

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

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
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Mirna Hubbs
PHONE (A/C, No, Ext): (805)585-6739 FAX (A/C, No): (805)585-6839
E-MAIL ADDRESS: mhubbs@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance	11845
INSURER B: Admiral Insurance Company	24856
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Casa Pacifica Centers for Children & Families
1722 South Lewis Road
Camarillo CA 93012-8520

COVERAGES CERTIFICATE NUMBER: 15/16 GL/AUTO/UMB/E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES SOCIAL SERVICES X PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		2015-03300-NPO	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2015-03300-NPO	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2015-03300-UMB	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	MEDICAL PROFESSIONAL LIABILITY CLAIMS-MADE			EO 000002683-12 RETRO DATE 10/5/2004	11/1/2015	11/1/2016	PER CLAIM: AGGREGATE:	$1,000,000 $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 2015-16 & 2016-17 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER

(805)437-1599 msamples@vcoe.org

Ventura County SELPA
Attn: Mary Samples
5100 Adolfo Road
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

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

   a. **Primary Insurance**

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

   b. **Excess Insurance**

      This insurance is excess over:

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

         (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

         (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

         (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

         (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

      (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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 #16-114 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student SK032703, 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: SK032703

FISCAL IMPACT:

Tuition: $160.00 per diem x 200 days = $32,000.00
(Including 20 days of Extended School Year)

Transportation: $38 Round trip daily rate, for 200 days = $7,600.00

Grand Total: **$39,600.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-114 with Casa Pacifica School, NPS, in the amount not to exceed $39,600.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-114, Casa Pacifica School (4 Pages)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-114

THIS AGREEMENT, made and entered into this 5th day of October 2016, 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: SK032703

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2016-2017** school year at a daily rate of $160 for 200 days; this includes 20 days of extended school year through July 13, 2017; and a $38 daily rate for round trip transportation; services not to exceed **$39,600.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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 **$39,600.00** for **Student: SK032703.**

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

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

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

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

_____	_____
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
_____	_____
Date	Michael Redard, Chief Financial Officer Casa Pacifica School, Nonpublic, Nonsectarian School

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

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
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Mirna Hubbs
PHONE (A/C, No, Ext): (805)585-6739 FAX (A/C, No): (805)585-6839
E-MAIL ADDRESS: mhubbs@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance	11845
INSURER B: Admiral Insurance Company	24856
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Casa Pacifica Centers for Children & Families
1722 South Lewis Road
Camarillo CA 93012-8520

COVERAGES CERTIFICATE NUMBER: 15/16 GL/AUTO/UMB/E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES SOCIAL SERVICES X PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		2015-03300-NPO	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2015-03300-NPO	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2015-03300-UMB	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	MEDICAL PROFESSIONAL LIABILITY CLAIMS-MADE			EO 000002683-12 RETRO DATE 10/5/2004	11/1/2015	11/1/2016	PER CLAIM: AGGREGATE:	$1,000,000 $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 2015-16 & 2016-17 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER

(805)437-1599 msamples@vcoe.org

Ventura County SELPA
Attn: Mary Samples
5100 Adolfo Road
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

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

   a. **Primary Insurance**

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

   b. **Excess Insurance**

      This insurance is excess over:

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

         (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

         (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

         (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

         (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

      (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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 #16-115 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student CN010103, 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: CN010103

FISCAL IMPACT:

Tuition: $160.00 per diem x 200 days = $32,000.00
(Including 20 days of Extended School Year)

Transportation: $38 Round trip daily rate, for 200 days = $7,600.00

Grand Total: **$39,600.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-115 with Casa Pacifica School, NPS, in the amount not to exceed $39,600.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-115, Casa Pacifica School (4 Pages)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-115

THIS AGREEMENT, made and entered into this 5th day of October 2016, 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: CN010103

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2016-2017** school year at a daily rate of $160 for 200 days; this includes 20 days of extended school year through July 13, 2017; and a $38 daily rate for round trip transportation; services not to exceed **$39,600.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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 **$39,600.00** for **Student: CN010103.**

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

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

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

_____	_____
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
_____	_____
Date	Michael Redard, Chief Financial Officer Casa Pacifica School, Nonpublic, Nonsectarian School

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

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
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Mirna Hubbs
PHONE (A/C, No, Ext): (805)585-6739 FAX (A/C, No): (805)585-6839
E-MAIL ADDRESS: mhubbs@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance	11845
INSURER B: Admiral Insurance Company	24856
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Casa Pacifica Centers for Children & Families
1722 South Lewis Road
Camarillo CA 93012-8520

COVERAGES CERTIFICATE NUMBER: 15/16 GL/AUTO/UMB/E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES SOCIAL SERVICES X PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		2015-03300-NPO	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2015-03300-NPO	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2015-03300-UMB	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	MEDICAL PROFESSIONAL LIABILITY CLAIMS-MADE			EO 000002683-12 RETRO DATE 10/5/2004	11/1/2015	11/1/2016	PER CLAIM: AGGREGATE:	$1,000,000 $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 2015-16 & 2016-17 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER

(805)437-1599 msamples@vcoe.org

Ventura County SELPA
Attn: Mary Samples
5100 Adolfo Road
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

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

   a. **Primary Insurance**

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

   b. **Excess Insurance**

      This insurance is excess over:

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

         (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

         (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

         (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

         (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

      (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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 #16-116 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification of Non-Public School (NPS) services for Student AS051306 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: AS051306

FISCAL IMPACT:

Tuition: $160 per diem x 200 days = $32,000.00
(Including 20 days of Extended School Year)

Transportation: $38 round trip daily rate, for 200 days = $7,600.00

GRAND TOTAL: $39,600.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-116 with Casa Pacifica School, NPS, in the amount not to exceed $39,600.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-116, Casa Pacifica School (4 Pages)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-116

THIS AGREEMENT, made and entered into this 5th day of October 2016, 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: AS051306

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2016-2017** school year at a daily rate of $160 for 200 days; this includes 20 days of extended school year through July 13, 2017; and a $38 daily rate for round trip transportation; services not to exceed **$39,600.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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 **$39,600.00** for **Student: AS051306.**

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

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

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

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

_____	_____
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
_____	_____
Date	Michael Redard, Chief Financial Officer Casa Pacifica School, Nonpublic, Nonsectarian School

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

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
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Mirna Hubbs
PHONE (A/C, No, Ext): (805)585-6739 FAX (A/C, No): (805)585-6839
E-MAIL ADDRESS: mhubbs@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance	11845
INSURER B: Admiral Insurance Company	24856
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Casa Pacifica Centers for Children & Families
1722 South Lewis Road
Camarillo CA 93012-8520

COVERAGES CERTIFICATE NUMBER: 15/16 GL/AUTO/UMB/E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES SOCIAL SERVICES X PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		2015-03300-NPO	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2015-03300-NPO	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2015-03300-UMB	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	MEDICAL PROFESSIONAL LIABILITY CLAIMS-MADE			EO 000002683-12 RETRO DATE 10/5/2004	11/1/2015	11/1/2016	PER CLAIM: AGGREGATE:	$1,000,000 $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 2015-16 & 2016-17 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER

(805)437-1599 msamples@vcoe.org

Ventura County SELPA
Attn: Mary Samples
5100 Adolfo Road
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

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

   a. **Primary Insurance**

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

   b. **Excess Insurance**

      This insurance is excess over:

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

         (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

         (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

         (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

         (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

      (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 10/5/16

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 #16-117 – Teaching Learning Creating, Plus (TLC+), Non-Public School (Freeman/Sugden)

Requesting ratification of Non Public School (NPS) services for student JG052605 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: JG052605

FISCAL IMPACT:

Tuition:	$147.72 per diem x 195 days = $28,805.40 (Including 20 days of Extended School Year)
One to One Support:	$68.00 per diem x 195 days = $13,260.00
Snack and Lunch:	$3 daily rate x 195 days = $585.00
Transportation:	$30.00 daily rate for 195 days = $5,850.00
Grand Total:	**$48,500.40 - 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 #16-117 with Teaching Learning Creating, Plus, Non-Public School, in the amount not to exceed $48,500.40.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-117, Teaching Learning Creating, Plus (4 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-117

THIS AGREEMENT, made and entered into this 5th day of October 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Teaching Learning Creating, Plus (TLC+), 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: JG052605

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 $147.72 for 195 days; this includes 20 days of extended school year through July 13, 2017; one to one support at a daily rate of $68.00 for 195 days; snack/lunch at a daily rate of $3 for 195 days; and a $30 daily rate for round trip transportation; services not to exceed **$48,500.40.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.

8. The nonpublic school shall prepare and submit to the school district 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 **$48,500.40** for Student: **JG052605.**

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

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

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

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

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

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

_____	_____
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
_____	_____
Date	Hilda Salas, Director Teaching Learning Creating, Plus, Nonpublic, Nonsectarian School

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2015

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

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

PRODUCER
Smart Buy Insurance Center
344 S 5TH ST
OXNARD CA 93030

CONTACT NAME: Chris Ramirez
PHONE (A/C, No, Ext): 805-483-1144 FAX (A/C, No): 805-483-2944
E-MAIL ADDRESS: chris@smartbuyic.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Teaching Learning Creating Plus
380 North Arneill Road
Camarillo, CA 93010

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ Abuse or Molestation ✓ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		PAC0301255-04	05-11-2016	05-11-2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✓ HIRED AUTOS ✓ SCHEDULED AUTOS ✓ NON-OWNED AUTOS	X		CAP0324550-04	05-11-2016	05-11-2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	✓ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X		UMB0323520-05	05-11-2016	05-11-2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Ventura County Office of Education & Ventura County SELPA are named as an additional insured.

CERTIFICATE HOLDER

Ventura County Office of
Education & Ventura County SELPA
5100 Adolfo Rd
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline Date of Meeting: October 5, 2016

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA ___X_ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading_____ 2nd Reading _____

***APPROVAL OF REVISION TO MEASURE R BOC BY-LAWS* (Cline)**

The Measure R Bond Oversight Committee (BOC) operates under By-Laws that were adopted at the inception of the Committee in January 2013 and adheres to Education Code 15282 regarding membership.

Since that time, EC 15282 has been amended as follows:
"*The citizens' oversight committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than ~~two~~ three consecutive terms*."

The Measure R By-Laws have been revised to align with the amendment to EC 15282 and are presented here for the Board's consideration. The BOC approved this revision at their meeting of September 12, 2016.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the revision to the Measure R Bond Oversight Committee By-Laws in order to align with the amended language in Education Code 15282.

ADDITIONAL MATERIAL

Attached: Measure R BOC By-Laws markup (5 pages)
EC 15282 (1 page)

Measure "R" Citizens' Bond Oversight Committee

Section 1. **Establishment of the Committee.** The Oxnard School District (the "District") anticipates that it will be successful at the election to be conducted on November 6, 2012 (the "Election") in obtaining authorization from the District's voters to issue up to $90,000,000.00 aggregate principal amount of the District's general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the "Board of Trustees") hereby establishes the Measure "R" Citizens Bond Oversight Committee (the "Committee") in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

Section 2. **Purposes.** The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the "Brown Act") and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District's expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Measure "R" ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee's review.

Section 3. **Duties.** To carry out its stated purposes, the Committee shall perform the following duties:

3.1 Inform the Public. The committee shall inform the public concerning the District's expenditure of bond proceeds.

3.2 Review Expenditures. The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 Annual Report. The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

(a) Approval of construction contracts;

(b) Approval of construction change orders;

(c) Appropriation of construction funds;

(d) Handling of all legal matters;

(e) Approval of construction plans and schedules;

(f) Approval of the Deferred Maintenance Plan; and,

(g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds ;

(b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;

(c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;

(f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;

(g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIIA of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all "designated employees" of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on November 7, 2012. No member may serve more than ~~two (2)~~ three (3) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

(a) Appropriate local groups will be solicited for applications;

(b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,

(c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

(a) Committee members shall not have the authority to direct staff of the District; and,

(b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be in held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3 Procedures. All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,

(d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3 **No bond proceeds shall be used to provide District support to the Committee.**

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

Section 11. Termination. The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

15282. (a) The citizens' oversight committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and [redacted]. While consisting of a minimum of at least seven members, the citizens' oversight committee shall be comprised, as follows:

(1) One member shall be active in a business organization representing the business community located within the school district or community college district.

(2) One member shall be active in a senior citizens' organization.

(3) One member shall be active in a bona fide taxpayers' organization.

(4) For a school district, one member shall be the parent or guardian of a child enrolled in the school district. For a community college district, one member shall be a student who is both currently enrolled in the community college district and active in a community college group, such as student government. The community college student member may, at the discretion of the governing board of the community college district, serve up to six months after his or her graduation.

(5) For a school district, one member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization, such as the Parent Teacher Association or schoolsite council. For a community college district, one member shall be active in the support and organization of a community college or the community colleges of the district, such as a member of an advisory council or foundation.

(b) An employee or official of the school district or community college district shall not be appointed to the citizens' oversight committee. A vendor, contractor, or consultant of the school district or community college district shall not be appointed to the citizens' oversight committee. Members of the citizens' oversight committee shall, pursuant to Sections 35233 and 72533, abide by the prohibitions contained in Article 4 (commencing with Section 1090) and Article 4.7 (commencing with Section 1125) of Chapter 1 of Division 4 of Title 1 of the Government Code.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline **Date of Meeting:** 10/5/16

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

***Approval of WAL #008 with ATC Group Services LLC for as needed Hazardous Materials Testing and Oversight for the duration of the Lemonwood Reconstruction Project* (Morales/Cline/CFW)**

Construction activities for the Lemonwood Reconstruction Project are currently underway. At this time, the project has completed all required Department of Toxic Substances Control (DTSC) studies and approvals.

In light of the recent discovery of the abandoned concrete and petroleum pipeline, District staff and CFW anticipate that the contractor will encounter other unforeseen underground conditions during the construction of the new Lemonwood School. The District will require the same or similar services from ATC Group Services LLC (ATC) if, and when, these conditions are encountered. This Work Authorization Letter would authorize the District staff to retain the services of hazardous materials testing and/or oversight as needed for the duration of the Lemonwood Reconstruction Project. As specific services are required, ATC will be required to submit specific proposals to the District staff for approval. The proposals shall be consistent with the agreed upon hourly rate schedule per the Master Agreement #13-135 approved by the Board of Trustees in November 2013 and shall be authorized if within the Board's approved budget for the Lemonwood Reconstruction Project.

At this time, the Board is requested to approve WAL #008 with ATC for as needed services at Lemonwood. This agenda item approves WAL #008 as follows:

Master Agreement:	#13-135
WAL:	#008
Consultant:	ATC Group Services LLC (formerly Cardno ATC)
Date Issued:	October 5, 2016
Amount:	$15,000.00 (not to exceed)

FISCAL IMPACT

Not to exceed $15,000.00 - to be paid out of Measure R Bond Funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #008 with ATC Group Services LLC for as needed hazardous materials testing and oversight for the duration of the Lemonwood Reconstruction Project per Master Agreement #13-135.

ADDITIONAL MATERIAL

Attached: WAL #008, ATC Group Services LLC (formerly Cardno ATC) (5 Pages)
Master Agreement #13-135, Cardno ATC (32 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: 3	**DATE:** 10/5/2016
	SITE NAME: Lemonwood Elementary School	**DSA #** 03-116026
	MASTER AGREEMENT #: 13-135	**OPSC #**
	WAL #: 008	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	ATC Group Services LLC (formerly Cardno ATC)
1051 South A Street	Street:	25 Cupania Circle
Oxnard, CA 93030	City, State, Zip:	Monterey Park, CA 91755
(805) 385-1501	Phone:	323-517-9780

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

As needed hazardous materials testing and/or oversight for the duration of the Lemonwood Reconstruction Project. As specific services are required, ATC will submit specific proposals for the District's approval as consistent with the attached hourly rate schedule. This WAL authorizes District staff to proceed with as needed proposals pursuant to the attached hourly rate schedule and consistent with the Board approved Lemonwood Reconstruction Project budget.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:	10/5/2016	**COMPLETION DATE:**	6/30/2018

FIXED FEE AMOUNT: $15,000 (not to exceed)

This fee amount is based upon Consultant's proposal dated _____ and subsequent negotiations mutually agreed to by all parties

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

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT**
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Patricia Raphael Garcia (CFW) PREPARED BY: Patricia Raphael Garcia (CFW)

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☒ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER _____

COST ID: 6171 - Environmental Studies

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #13-135

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

COMPENSATION & RATE/FEE SCHEDULE

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

STANDARD PERSONNEL RATES

Category	Base Hourly Rates
Principal	$115.00
Certified Safety Professional (CSP)	$115.00
Certified Industrial Hygienist (CIH)	$125.00
Geologist (CA Registered)	$95.00
Engineer (CA Registered)	$95.00
Program Manager	$95.00
Senior Project Manager	$85.00
Senior Engineer	$85.00
Senior Geologist	$85.00
Senior Industrial Hygienist	$90.00
Project Industrial Hygienist	$75.00
Project Engineer	$75.00
Project Geologist	$75.00
Project Scientist	$75.00
Certified Asbestos Consultant (CA DOSH)	$75.00
Project Manager	$75.00
Trainer	$75.00
Staff Industrial Hygienist	$65.00
Staff Engineer	$65.00
Staff Geologist	$65.00
Certified Lead Project Designer (CA Registered)	$55.00
Certified Lead Inspector/Assessor (CA Registered)	$55.00
Certified Lead Project Monitor (CA Registered)	$55.00
Certified Site Surveillance Technician (CA DOSH)	$55.00
Technician III	$65.00
Technician II	$55.00
Technician I	$45.00
Draftsperson / CADD	$45.00
Clerical Staff	$35.00

☐ Not Project Related

☑ Project #13-135

ASBESTOS

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	$20.00	Immediate	$20.00	Immediate	$140.00
8 hours	$15.00	8 hours	$15.00	8 hours	$125.00
24 hours	$12.00	24 hours	$12.00	24 hours	$100.00
48 hours	$9.00	48 hours	$9.00	48 hours	$75.00
3-5 days	$9.00	3-5 days	$9.00	3-5 days	$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvacs by TEM Chatfield Method Semi-Quantitative		Wipes/Microvacs by TEM ASTM D-5755 Quantitative	
Immediate	N/A	Immediate	$200.00	Immediate	N/A
8 hours	N/A	8 hours	$175.00	8 hours	N/A
24 hours	N/A	24 hours	$175.00	24 hours	N/A
48 hours	N/A	48 hours	$125.00	48 hours	N/A
3-5 days	$100.00	3-5 days	$125.00	5 days	$200

LEAD

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	$32.00	Immediate	$40.00	24 hours	N/A	24-hours	$125.00
8 hours	$28.00	8 hours	$35.00	2 days	$100.00	2 days	$100.00
24 hours	$17.00	24 hours	$30.00	3-5 days	$84.00	3-5 days	$84.00
48 hours	$14.00	48 hours	$25.00				
3-5 Days	$10.00	3-5 Days	$20.00				

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

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

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

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

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

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

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
B. Acceptable back-up for billings shall include, but not be limited to:
    a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    b. Records for all supplies, materials and equipment properly charged to the Services.
    c. Records for all travel pre-approved by District and properly charged to the Services.
    d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Cardno ATC** ("Consultant") with a business address at 25 Cupania Circle, Monterey Park, CA 91755. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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

5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A.**

6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

7. **Additional Services**. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.

8. **Compensation and Method of Payment**. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.

15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

    a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.

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

18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

    a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

    b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

    a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [____] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

    _____ (Initials)

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

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

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

_____ (Initials)

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

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

26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

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

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

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

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

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

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

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

    _____ (Initials)

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

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

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

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

To Consultant: Cardno ATC
25 Cupania Circle
Monterey Park, CA 91755
ATTN: Carlos A. Galdamez
T: (323) 517-9780
Email: carlos.galdamez@cardno.com

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

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

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

38. **Governing Law**. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

11-20-13

Date

Tax Identification Number: 95-6002318

CARDNO ATC:

Stephen Drengson

Signature

Stephen Drengson/Program Manager

Typed Name/Title

10/30/13

Date

Tax Identification Number: 46-0399408

☐ Not Project Related

☑ Project #13-135

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-135**

WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	Phone:

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:		COMPLETION DATE:

FIXED FEE AMOUNT:_____

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

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

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #13-135

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

COMPENSATION & RATE/FEE SCHEDULE

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

STANDARD PERSONNEL RATES

Category	Base Hourly Rates
Principal	$115.00
Certified Safety Professional (CSP)	$115.00
Certified Industrial Hygienist (CIH)	$125.00
Geologist (CA Registered)	$95.00
Engineer (CA Registered)	$95.00
Program Manager	$95.00
Senior Project Manager	$85.00
Senior Engineer	$85.00
Senior Geologist	$85.00
Senior Industrial Hygienist	$90.00
Project Industrial Hygienist	$75.00
Project Engineer	$75.00
Project Geologist	$75.00
Project Scientist	$75.00
Certified Asbestos Consultant (CA DOSH)	$75.00
Project Manager	$75.00
Trainer	$75.00
Staff Industrial Hygienist	$65.00
Staff Engineer	$65.00
Staff Geologist	$65.00
Certified Lead Project Designer (CA Registered)	$55.00
Certified Lead Inspector/Assessor (CA Registered)	$55.00
Certified Lead Project Monitor (CA Registered)	$55.00
Certified Site Surveillance Technician (CA DOSH)	$55.00
Technician III	$65.00
Technician II	$55.00
Technician I	$45.00
Draftsperson / CADD	$45.00
Clerical Staff	$35.00

☐ Not Project Related

☑ Project #**13-135**

ASBESTOS

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	$20.00	**Immediate**	$20.00	**Immediate**	$140.00
8 hours	$15.00	**8 hours**	$15.00	**8 hours**	$125.00
24 hours	$12.00	**24 hours**	$12.00	**24 hours**	$100.00
48 hours	$9.00	**48 hours**	$9.00	**48 hours**	$75.00
3-5 days	$9.00	**3-5 days**	$9.00	**3-5 days**	$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvacs by TEM Chatfield Method Semi-Quantitative		Wipes/Microvacs by TEM ASTM D-5755 Quantitative	
Immediate	N/A	**Immediate**	$200.00	**Immediate**	N/A
8 hours	N/A	**8 hours**	$175.00	**8 hours**	N/A
24 hours	N/A	**24 hours**	$175.00	**24 hours**	N/A
48 hours	N/A	**48 hours**	$125.00	**48 hours**	N/A
3-5 days	$100.00	**3-5 days**	$125.00	**5 days**	$200

LEAD

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	$32.00	**Immediate**	$40.00	**24 hours**	N/A	**24-hours**	$125.00
8 hours	$28.00	**8 hours**	$35.00	**2 days**	$100.00	**2 days**	$100.00
24 hours	$17.00	**24 hours**	$30.00	**3-5 days**	$84.00	**3-5 days**	$84.00
48 hours	$14.00	**48 hours**	$25.00				
3-5 Days	$10.00	**3-5 Days**	$20.00				

☐ Not Project Related

☑ Project #**13-135**

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

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

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

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

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

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

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
B. Acceptable back-up for billings shall include, but not be limited to:
    a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    b. Records for all supplies, materials and equipment properly charged to the Services.
    c. Records for all travel pre-approved by District and properly charged to the Services.
    d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-135**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #13-135

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: LAFranz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-135**

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

Name: SEE LIST BELOW – ALL CLEARED

Title: _____

AND/OR

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

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

Date: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: Stev Drengson

By: STEPHEN DRENGSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENGSON SR PM
CARLOS GALDAMEZ SR PM
BARRY HIETT SR PM
ROBERT de la TORRE TECH
DAMON CARRIER TECH
RICHARD GARCIA TECH

☐ Not Project Related

☑ Project #13-135

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing

The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

1. Pre-Construction Services:

a. Asbestos-Related Consulting Services

i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.

ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.

iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.

iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.

v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.

vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.

vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

b. Lead Based Paint (LBP) and other Lead-Related Consulting Services

i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

c. Hazardous Materials Consulting Services

i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
ii. The following items require sampling:
   - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
   - Mercury thermostats and light switches and fluorescent light tubes
   - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
   - Hydrocarbon-containing equipment (door closers)
   - Lead (lead-acid batteries)
   - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

d. Evaluation of Soil Conditions

i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) aid Department of Toxic Substances Control (DTSC) regulations.
iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

2. **Construction Phase:**
   a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
      i. Attend all necessary construction meetings during the course of abatement work
      ii. Review abatement contractor submittals
      iii. Provide on-site inspections with daily reports and photos of abatement work Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
      iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
      v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
      vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
      vii. Complete written reports on all activities performed.
      viii. Consultation on remedial action and contractor selection.
      ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
      x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
      xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
      xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

3. **Close-out Phase**:
   a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
   b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

4. **Reports**

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

   a. Assessment Reports, Abatement Plan, & Final Close-Out Report
      i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
      ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, aid HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Rid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
      iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
      iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

5. **Time**

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

observation reports shall be provided on a weekly basis while work in underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

6. **Accuracy Standards**

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

☐ Not Project Related

☑ Project #13-135

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Cardno ATC ("ATC")

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

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

_____

Cardno ATC Date

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

_____

Caldwell Flores Winters, Inc. Date

_____

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

☐ Not Project Related

☑ Project #**13-135**

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **Project Name/Site**
PROJECT #: **Project #**
PROJECT TYPE: **New Const./Modernization**
DATE: Date of Invoice
INVOICE #: Invoice #
PERIOD COVERED: Billing Period of Invoice
PO #: Purchase Order #

SUBCONTRACTOR: **VENDOR NAME**
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS			#VALUE!
		TOTAL DUE THIS INVOICE	#VALUE!

☐ Not Project Related

☑ Project #**13-135**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/31/2013

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Co of the State of PA	19429
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	New Hampshire Ins Co	23841
INSURER D:	Chartis Specialty Insurance Company	26883
INSURER E:		
INSURER F:		

INSURED
ATC Group Services, Inc.
Cardno ATC
ATC Associates, Inc.
221 Rue De Jean
Suite 200
Lafayette LA 70508 USA

COVERAGES **CERTIFICATE NUMBER:** 570051838093 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual Liability is included						PERSONAL & ADV INJURY	$1,000,000
	X General Agg apply per Project						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY			CA 3582949 Auto (AOS)	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			CA 2714604 Auto (MA)	09/30/2013	09/30/2014	BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB X OCCUR			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC039901297	09/30/2013	09/30/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		WC _ AOS SIR applies per policy terms & conditions			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate Per Incident	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

Certificate No : 570051838093

CERTIFICATE HOLDER

Oxnard School District
Program Manager
6425 Christie Ave., Suite 270
Emeryville CA 94608 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

RECEIVED NOV 0 1 2013 CFW

AGENCY CUSTOMER ID: 570000051836

LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	ATC Group Services, Inc.
POLICY NUMBER: See Certificate Number: 570051838093	
CARRIER: See Certificate Number: 570051838093 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC _ (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC _ (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC _ (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC _ FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC _ (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC _ CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	$2,000,000
							Per Incident	$1,000,000
							Deductible	$25,000
							SIR/Deduct	$25,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline **Date of Meeting:** 10/5/16

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

***Ratification of WAL #002 with Rincon Consultants Inc. for Soil Investigation Services for the Elm Reconstruction Project* (Morales/Cline/CFW)**

The Oxnard School District (District) is proceeding with the reconstruction of the Elm school. The project includes the construction of a new school on the existing 6.1-acre site followed by the demolition of the existing school.

In 2014, limited soil testing was completed for the site. The results identified some contaminants in the soil around the permanent buildings and recommended additional testing be undertaken. Additional soil sampling is recommended.

The Board has made findings and determined that the project is categorically exempt from the California Environmental Quality Act (CEQA). Final design plans have been completed and have received Division of State Architect (DSA) approval.

In November 2013, the Board of Trustees approved Master Agreement #13-131 with Rincon Consultants Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL #002 as follows:

Master Agreement:	#13-131
WAL:	#002
Consultant:	Rincon Consultants, Inc.
Date Issued:	September 21, 2016
Amount:	$24,100 (not to exceed)

Under this WAL assignment, Rincon Consultants will address all necessary steps associated with the additional soils investigation and will recommend the activities to meet the specific requirements as determined by the Department of Toxic Substances Control (DTSC).

FISCAL IMPACT

$24,100.00 to be paid out of Measure R Bond Funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #002 in the amount not to exceed $24,100.00 with Rincon Consultants Inc. for Soil Investigation Services for the Elm Reconstruction Project per Master Agreement #13-131.

ADDITIONAL MATERIAL

Attached: WAL #002, Rincon Consultants, Inc. (7 Pages)
Master Agreement #13-131, Rincon Consultants, Inc. (53 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 5	**DATE:** 9/21/2016
SITE NAME: Elm Reconstruction Project	**DSA #**
MASTER AGREEMENT #: 13-131	**OPSC #**
WAL #: 002	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	Rincon Consultants, Inc.
1051 South A Street	Street:	180 North Ashwood Avenue
Oxnard, CA 93030	City, State, Zip:	Ventura, CA 93003
(805) 385-1501	Phone:	(805)644-4455

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provision of services to comply with Department of Toxic Substances Control (DTSC) requirements in regards to the Elm Reconstruction Project as outlined in the attached scope of work, work schedule, and not to exceed fees.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 9/22/2016 | **COMPLETION DATE:** See attached estimated schedule

FIXED FEE AMOUNT: $24,100 (not to exceed)

This fee amount is based upon Consultant's proposal dated 9/1/2016 *and subsequent negotiations mutually agreed to by all parties*

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

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT**
(SIGNATURE) (DATE)	(SIGNATURE) 9/9/16 (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Patricia Raphael Garcia (CFW) PREPARED BY: Patricia Raphael Garcia (CFW)

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☒ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER _____

COST ID: 6171 - Environmental Studies

Patricia Raphael Garcia 9/12/16

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

Elm Reconstruction Project

DTSC Compliance Scope of Work

Below please find two potential paths developed for the implementation of a Preliminary Environmental Assessment (PEA) or equivalent in an effort to satisfy requirements of the California Department of Toxic Substances Control (DTSC) for the reconstruction of the Elm Street Elementary School.

These include Option 1: the development of a PEA, following the standard DTSC process, but without the submittal of a Phase I Environmental Site Assessment (ESA); and Option 2: the preparation of a Phase I ESA, accompanied by the submittal of an existing Phase II investigation that has already been conducted for the site ("PEA Equivalent" report), and an Extended Phase I investigation.

Please note that for the sake of the preparation of this proposal, we assume that the DTSC process can be successfully concluded based on the results of the existing PEA Equivalent document and the additional Extended Phase I investigation (i.e., without the need to conduct soils remediation at the school). If the results of these investigations indicate that soils remediation is required, then additional actions and DTSC involvement will be required in the form of a Removal Action Workplan / Remedial Action Plan and its related implementation.

OPTION 1: Scope of Work to Implement a PEA (without Phase I ESA and PEA Equivalent Submittal):

- Assist OSD with the DTSC oversight application process.
- Organize and attend a PEA Scoping Meeting with DTSC.
- Prepare a PEA Work Plan for submittal to DTSC.
- Contact Underground Services Alert (USA) to mark areas where underground public utilities might be located in the drilling areas.
- Conduct soil sampling along the northern side of the existing school administration building to determine the extent of elevated levels of lead present in the unpaved landscape area. Soil sampling results collected in January 2014 will guide the placement of the additional borings.
- Advance the soil borings to delineate the lateral and vertical extent of soils that have been impacted by lead.
- Analysis of soil samples for lead by EPA Method 6010B.
- Evaluate potential risk to human health and the environment for lead, using established DTSC screening levels and risk models.
- Prepare a PEA Report documenting investigation findings.
- Conduct a Public Meeting for the purpose of presenting the results of the PEA.

OPTION 2: Scope of Work to Perform Phase I ESA / Extended Phase I ESA / Submit Existing PEA Equivalent Submittal):

- Assist OSD with the DTSC oversight application process.
- Organize and attend a Preliminary Project Meeting with DTSC.
- Prepare a Phase I Environmental Site Assessment (ESA) with CDE Checklist for submittal to DTSC.
- Submit existing Phase II ESA Report on behalf of OSD to DTSC as a "PEA Equivalent" document.

- Submit Extended ESA Phase I Sampling Plan to DTSC.
- Contact Underground Services Alert (USA) to mark areas where underground public utilities might be located in the drilling areas.
- Conduct Extended Phase I soil sampling along the northern side of the existing school administration building to determine the extent of elevated levels of lead present in the unpaved landscape area. Soil sampling results collected in January 2014 will guide the placement of the additional borings.
- Advance the soil borings to delineate the lateral and vertical extent of soils that have been impacted by lead.
- Analysis of soil samples for lead by EPA Method 6010B.
- Evaluate potential risk to human health and the environment for lead, using established DTSC screening levels and risk models.
- Prepare an Extended Phase I Report which documents investigation findings to DTSC.

Elm Reconstruction Project

DTSC Compliance Schedule

Please note that the following Schedule Options have been developed utilizing typical review times taken by DTSC (30 days); internal reviews performed and resolved in 5 working days; and laboratory analytical turnaround times of 5 working days. Reduction in the duration of any of these tasks can result in a reduction in the task delivery date by that corresponding amount of time.

OPTION 1: DTSC Compliance Schedule – Assumes PEA Implementation Without Phase I (Assumes 9/22/16 NTP)

PEA Task	Task Target Date
Hold Project Kick-off Meeting	9/29/16
Conduct PEA Scoping Meeting with DTSC	10/14/16
Prepare Administrative Draft of PEA Work Plan for OSD Review	10/28/16
Issue PEA Work Plan for DTSC Review	11/4/16
Incorporate DTSC Comments and issue Final PEA Work Plan	12/2/16 (assumes 30-day DTSC Review Period)
Perform Utility Clearance Activities	12/16/16
Perform PEA Field Investigation	12/19/16
Prepare Administrative Draft PEA Report for OSD Review	1/9/17
Prepare and Issue Draft PEA for DTSC Review	1/16/17
Address DTSC Comments and issue Draft PEA for Public Review	2/23/17 (assumes 30-day DTSC Review Period)
Hold PEA Public Meeting	3/1/17
Produce Final PEA Report	3/21/17 (assumes 30-day Public Review Period

<u>OPTION 2</u>: DTSC Compliance Schedule –
Assumes Extended Phase I / PEA Equivalent Course of Action
(Assumes 9/22/16 NTP)

PEA Task	Task Target Date
Hold Project Kick-off Meeting	9/29/16
Conduct Preliminary Project Meeting with DTSC	10/13/16
Prepare Administrative Draft Phase I / PEA Equivalent / Extended Phase I Work Plan for OSD Review	11/10/16
Issue Draft Phase I / PEA Equivalent / Extended Phase I Work Plan for DTSC Review	11/18/16
Incorporate DTSC Comments and issue Final Phase I / PEA Equivalent / Extended Phase I Work Plan	12/23/16 (assumes 30-day DTSC Review Period)
Perform Utility Clearance Activities	12/27/16
Perform PEA Field Investigation	12/29/16
Prepare Administrative Draft Extended Phase I Report for OSD Review	1/19/17
Prepare Draft Extended Phase I Report for DTSC Review	1/26/17
Address DTSC Comments and Issue Final Extended Phase I Report to DTSC	3/2/17 (assumes 30-day DTSC Review Period)

DTSC Compliance Fee Schedule

Cost Breakdown for Proposed PEA

Item	Unit	Cost per Unit	Number of Units	Extension
PEA Scoping Meeting and Work Plan Development				
Rincon Environmental Scientist	hour	$110	16	$1,760
Rincon Senior Geologist	hour	$185	8	$1,480
Rincon Principal	hour	$220	4	$880
Graphics	hour	$90	4	$360
Administration	hour	$70	2	$140
Miscellaneous supplies and costs	lump sum	$100	1	$100
			Subtotal	**$4,720**
PEA Investigation - Rincon Costs				
Rincon Environmental Scientist – marking/boring clearance	lump sum	$200	1	$200
Rincon Environmental Scientist - Field oversight and sample collection	day	$950	1	$950
Rincon Field Technician	day	$900	1	$900
Rincon Senior Geologist	hour	$185	4	$740
Rincon Principal	hour	$220	2	$440
Field equipment and vehicle	day	$200	1	$200
Miscellaneous field supplies	day	$100	1	$100
Trimble GPS unit - submeter accuracy	day	$190	1	$190
			Subtotal	**$3,720**
PEA Investigation - Subcontractor Costs				
Laboratory analysis for lead - EPA 6010B	sample	$20	45	$900
			Subtotal	**$900**
PEA Report Preparation				
Rincon Environmental Scientist	hour	$110	24	$2,640
Rincon Senior Geologist	hour	$185	8	$1,480
Rincon Principal	hour	$220	2	$440
Graphics	hour	$90	*6*	$540
Administration	hour	$70	3	$210
Miscellaneous Supplies	lump sum	$150	1	$150
			Subtotal	**$5,460**
PEA Public Meeting				
Rincon Senior Geologist	hour	$185	4	$740
Rincon Principal	hour	$220	2	$440
Graphics	hour	$90	2	$180
Miscellaneous Supplies	lump sum	$200	1	$200
			Subtotal	**$1,560**
			Total	**$16,360**

Cost Breakdown for Attending Preliminary DTSC Meeting and Development of Phase I ESA with CDE Checklist
(*Separate discretionary fee should DTSC require a separate Phase I ESA Report)*

Item	Unit	Cost per Unit	Number of Units	Extension
Conduct Preliminary Project Meeting with DTSC				
Rincon Senior Geologist	hour	$185	8	$1,480
Rincon Principal	hour	$220	8	$1,760
Miscellaneous supplies and costs	lump sum	$100	1	$100
			Subtotal	**$3,340**
Perform Phase I ESA with CDE Checklist				
Rincon Environmental Scientist	hour	$110	20	$2,200
Rincon Senior Geologist	hour	$185	4	$740
Rincon Principal	hour	$220	2	$440
Graphics	hour	$90	4	$360
Administration	hour	$70	3	$210
Procure Environmental Database Report	lump sum	$450	1	$450
			Subtotal	**$4,400**
			Total	**$7,740**

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

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** ("Consultant") with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F** – **Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

RECEIVED NOV 0 1 2013

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

5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A.**

6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

7. **Additional Services**. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.

8. **Compensation and Method of Payment**. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. **Responsibilities of District.**

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.

15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

    a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.

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

18. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

21. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

    a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

    b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

    a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [____] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

    SMS (Initials)

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

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

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

GK (Initials)

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

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

26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

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

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

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

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

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

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

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

    SMC (Initials)

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

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

To District:

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

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

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

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

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

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

38. **Governing Law**. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

Signature

STEPHEN SVENE, AICP/V.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-131**

WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	Phone:

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:		COMPLETION DATE:

FIXED FEE AMOUNT:_____

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

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

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT:
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	$15,000 - $80,000
Environmental Impact Report	$40,000 - $200,000
Phase I Environmental Site Assessment	$2,500 - $3,200
Preliminary Environmental Assessment	$16,000 - $21,000
Pipeline Study	$3,000 - $5,000
Geotechnical Study	$25,000 - $40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	$ 210/hour
Principal I	$ 180/hour
Senior Supervisor II	$ 160/hour
Supervisor I	$ 145/hour
Senior Staff II	$ 135/hour
Senior Staff I	$ 120/hour
Professional Staff Analyst III	$ 105/hour
Professional Staff Analyst II	$ 95/hour
Professional Staff Analyst I	$ 85/hour
Environmental Technician	$ 60/hour
Environmental Field Aide	$ 55/hour
Senior GIS Specialist	$ 105/hour
GIS Specialist/CAD Specialist	$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	$ 75/hour
Technical Editor	$ 85/hour
Clerical/Administrative Support Staff	$ 65/hour
Production Technician	$ 65/hour

☐ Not Project Related

☑ Project #**13-131**

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

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

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

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

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

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

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
B. Acceptable back-up for billings shall include, but not be limited to:
    a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    b. Records for all supplies, materials and equipment properly charged to the Services.
    c. Records for all travel pre-approved by District and properly charged to the Services.
    d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

☐ Not Project Related

☑ Project #**13-131**

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

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

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-131**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: LaFranz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-131**

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

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

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

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

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:

By: STEPHEN SVETE

Its: VICE PRESIDENT

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:
Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

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

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

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

☐ Not Project Related

☑ Project #**13-131**

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

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

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

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

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

v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.

vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.

vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.

viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.

ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.

x. Noise
- The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
- The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.

xi. Population and Housing
- The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
- The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.

xii. Public Services and Utilities
- The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
- The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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

xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
- Growth inducing impacts
- Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
- Unavoidable adverse impacts
- Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.

xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.

xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

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

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

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

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

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

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

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

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

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

15. **Time**
NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.
NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.
NTP + 45 days: Consultant shall submit draft IS/MND report for District review.
NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.
NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.
NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.
Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

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

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

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Rincon Consultants, Inc. ("Rincon")

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

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

_____

Rincon Consultants, Inc. Date

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

_____

Caldwell Flores Winters, Inc. Date

_____

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

☐ Not Project Related

☑ Project #**13-131**

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT:	**Project Name/Site**
PROJECT #:	**Project #**
PROJECT TYPE:	**New Const./Modernization**
DATE:	Date of Invoice
INVOICE #:	Invoice #
PERIOD COVERED:	Billing Period of Invoice
PO #:	Purchase Order #

SUBCONTRACTOR:	**VENDOR NAME**
PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	**COST ID**	**Base Contract - fee**	**SCOPE OF WORK**	**FEE**	**0%**	**#VALUE!**	**0**	**#VALUE!**	**#VALUE!**
2	**COST ID**	**Base Contract - Re-imbursables**	**SCOPE OF WORK**	**RE-IMB**	**0%**	**#VALUE!**	**0**	**#VALUE!**	**#VALUE!**
		SUBTOTALS		**#VALUE!**	**#VALUE!**	**#VALUE!**	**$0.00**	**#VALUE!**	**#VALUE!**

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

☐ Not Project Related

☑ Project #**13-131**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2013

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

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

PRODUCER

LEGENDS ENVIRONMENTAL INS.SVCS,LLC
2165 N GLASSELL STREET
ORANGE, CA 92865
LICENSE #0C79875

CONTACT NAME
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN SAFETY INDEMNITY COMPANY	A IX
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

RINCON CONSULTANTS, INC.
180 NORTH ASHWOOD AVENUE
VENTURA, CA 93003

COVERAGES **CERTIFICATE NUMBER:** 107184 **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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	$ 3,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X CONTRACTORS POLL						PERSONAL & ADV INJURY	$ 3,000,000
	X XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROF LIABILITY/ CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
	TRANSPORTATION COV. /CLMS MDE						4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED.

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.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RECEIVED NOV 01 2013 CFW

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:
1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2013

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

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

PRODUCER
TWIW Insurance Services LLC - #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Debbie Irwin
PHONE (A/C, No, Ext): (805) 585-6732 FAX (A/C, No): (805) 585-6832
E-MAIL ADDRESS: dirwin@twiw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Ins Corp.	10836
INSURER B: QBE Ins Corp	39217
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rincon Consultants Inc.
180 N. Ashwood Ave.
Ventura CA 93003

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA1078780	12/17/2012	12/17/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist BI single	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		EQB0201324	2/1/2013	2/1/2014	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its repective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER

Oxnard School District
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Shore/SHAROS

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

2. **COVERAGE EXTENSIONS**

a. **Supplementary Payments.**

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. **Hired Auto Physical Damage**

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. **Rental Reimbursement Coverage**

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's"operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suit, or Loss**

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

   b. To the extent possible, notice to us should include:

      (1) How, when and where the accident or loss took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5**.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.,** but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. **Coverage Extensions**

a. **Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. **Out-Of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. **Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. **Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

   a. **Transportation Expenses**

   We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

   b. **Loss Of Use Expenses**

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

   However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. **Nuclear Hazard**

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. **War Or Military Action**

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline **Date of Meeting:** 10/5/16

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

***Ratification of WAL #007 with ATC Group Services LLC for Emergency Pipeline Testing for the Lemonwood Reconstruction Project* (Morales/Cline/CFW)**

Construction activities for the Lemonwood Reconstruction Project are currently underway. In June and July 2016, site contractors encountered unforeseen abandoned concrete and petroleum pipelines during construction activities.

Emergency testing services were required of ATC Group Services LLC (ATC) following Department of Toxic Substances Control (DTSC) guidelines. Services included collecting sample pipeline material for testing and analysis. ATC staff was on-site to oversee the pipeline removal activities and prepared a Construction Action Plan documenting the findings. The matter has been closed out with the DTSC.

In November 2013, the Board of Trustees approved Master Agreement #13-135 with ATC (formerly Cardno ATC) to perform Hazardous Materials Survey and Testing services related to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item ratifies WAL #007 as follows:

Master Agreement:	#13-135
WAL:	#007
Consultant:	ATC Group Services LLC (formerly Cardno ATC)
Date Issued:	October 5, 2016
Amount:	$7,777.14

FISCAL IMPACT:

$7,777.14 to be paid out of Measure R Bond Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #007 for an amount not to exceed $7,777.14 with ATC Group Services LLC for Lemonwood Reconstruction Project Emergency Pipeline Testing per Master Agreement #13-135.

ADDITIONAL MATERIAL:

Attached: WAL #007, ATC Group Services LLC (formerly Cardno ATC) (7 Pages)
Master Agreement #13-135, Cardno ATC (32 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 3	**DATE:** 10/5/2016
SITE NAME: Lemonwood Elementary School	**DSA #** 03-116026
MASTER AGREEMENT #: 13-135	**OPSC #**
WAL #: 007	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	ATC Group Services LLC (formerly Cardno ATC)
1051 South A Street	Street:	25 Cupania Circle
Oxnard, CA 93030	City, State, Zip:	Monterey Park, CA 91755
(805) 385-1501	Phone:	323-517-9780

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Ratification of work performed for emergency pipeline testing and oversight required for the Lemonwood Reconstruction Project as outlined in the attached invoice dated September 14, 2016

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 6/9/16 **COMPLETION DATE:** 8/1/16

FIXED FEE AMOUNT: $7,777.14

This fee amount is based upon Consultant's proposal dated _____ and subsequent negotiations mutually agreed to by all parties

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

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE) (DATE)	(SIGNATURE) 9/15/16 (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Patricia Raphael Garcia (CFW) PREPARED BY: Patricia Raphael Garcia (CFW)

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☒ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER _____

COST ID: 6171 Environmental Studies

Patricia Raphael Garcia 9/16/16

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE: 9-16-16

Project No.3: Lemonwood Reconstruction

Consultant: ATC Group Services (formerly Cardno ATC)

ATC Group Services has submitted Invoice No. 1974565 for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Deputy Superintendent, Business and Fiscal Services, Lisa Cline.

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

9-16-16

ATC Group Services Date

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

9/16/2016

Caldwell Flores Winters, Inc. Date

VERIFY TIME ONLY 9/16/16
Paul Vernier IOR

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

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Greg Grant (ggrant@cfwinc.com)

PROJECT:	**Lemonwood Elementary School**
Project #:	**Project #3**
PROJECT TYPE:	**New Const./Modernization**
DATE:	Date of Invoice: 9/14/2016
INVOICE #:	Invoice # 1974565
PERIOD COVERED:	6/9/16 to 8/1/16
PO #:	WAL #7

SUBCONTRACTOR:	**ATC Group Services**
PREPARED BY:	Margarette Samuel
EMAIL:	margarette.samuel@atcassociates.com
PHONE #:	323.517.9671
FAX #:	323.517.9781

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6271	Base Contract - fee	Materials Testing & Petroleum Pipeline Oversight	$7,777.14	100%	$7,777.14	0.00	100%	$7,777.14
		SUBTOTALS		$7,777.14	100%	$7,777.14	$0.00	100%	$7,777.14

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	$7,777.14
TOTAL DUE THIS INVOICE	$7,777.14

INVOICE

Please Remit Payment to:
ATC Group Services LLC
Dept # 2630
P.O. Box 11407
Birmingham, AL 35246-2630

Overnight or Special Delivery: Attn: Lockbox Department, Johnny Horton, ATC Group Services LLC, 2090 Parkway Office Circle, Birmingham, AL 35244 | T: (205) 261-4829
Credit Card or Wire Transfer Payments: Please contact Accounts Receivable at (337) 234-8777 | **www.atcgroupservices.com**

Patricia Raphael Garcia
Oxnard School District
1051 South A Street
Oxnard CA 93030

Invoice # :	1974565
Project :	1011600537
Invoice Date :	September 14, 2016
Project Manager :	Chevlen, Benjamin
Terms :	30 Days
ATC REF :	10116

Project Name : Oxnard School District - Lemonwood Site

For Professional Services Rendered Through: 8/01/2016

Phase : 3 - Materials Testing & Petroleum Pipeline Oversight

Professional Personnel

	Hours	*Rate*	*Amount*	
Principal	23.75	115.00	2,731.25	
Project Geologist	6.00	75.00	450.00	
Senior Project Manager	25.00	85.00	2,125.00	
Total Professional Personnel	***54.75***			***5,306.25***

Reimbursable Expenses

	Cost	*Multiplier*	*Amount*	
FIELD CONSUMABLES	15.69	1.00	15.69	
Total Reimbursables	***15.69***			***15.69***

Consultants

	Cost	*Multiplier*	*Amount*	
LABORATORY - OUTSIDE	2,232.00	1.10	2,455.20	
	Total Consultants			***2,455.20***
	Total This Phase			**$7,777.14**
	Amount Due This Invoice			**$7,777.14**

	Current	Prior	Total
Billings to Date	7,777.14	0.00	7,777.14
Project Limit			7,777.14
Remaining			0.00

Billing Backup | **Wednesday, September 14, 2016**

Phase : 3 - Materials Testing & Petroleum Pipeline Oversight

Professional Personnel

Class / Employee Name	*Date*	*Hours*	*Rate*	*Amount*
Principal				
Drengson, Stephen				
	6/9/2016	2.00	115.00	230.00
	6/10/2016	2.00	115.00	230.00
	6/14/2016	4.00	115.00	460.00
Time built into Report Unit Cost				
		8.00		920.00
Chevlen, Benjamin				
	6/9/2016	2.00	115.00	230.00
Calls w/ CFW re. pipeline and fill material testing				
	7/11/2016	2.00	115.00	230.00
MOVE TIME to dealing with petroleum pipeline issue				
	7/13/2016	0.50	115.00	57.50
dealing with petroleum pipeline issue				
	7/14/2016	1.25	115.00	143.75
Talking to AIS re. soil disposal and preparing for tomorrow's sampling activities.				
	7/15/2016	5.25	115.00	603.75
Collecting confirmation excavation samples, including driving to/from Oxnard and lab.				
	7/18/2016	3.00	115.00	345.00
Preparing construction activity completion report				
	7/28/2016	1.25	115.00	143.75
Preparing construction activity report.				
	8/1/2016	0.50	115.00	57.50
Finalizing construction activity report.				
		15.75		1,811.25
Project Geologist				
Lewis, Courtney				
	6/9/2016	6.00	75.00	450.00
Senior Project Manager				
Buchanan, Gregory				
	7/7/2016	1.00	85.00	85.00
Spoke with client about oil pipeline and prep for fieldwork.				
	7/8/2016	8.00	85.00	680.00
Field oversight during exposure/removal of abandoned oil pipelines.				
	7/11/2016	7.00	85.00	595.00
Field oversight during removal of oil pipelines from site.				
	7/12/2016	7.00	85.00	595.00
Conifirmaiton sampling after oil line removal.				
	7/13/2016	1.50	85.00	127.50
Prepare scaled map of oil line and sampling locations. Upload photos.				
	7/18/2016	0.50	85.00	42.50
Upload photos.				
		25.00		2,125.00

Total Professional Personnel ***5,306.25***

Reimbursable Expenses

Vendor Name	*Invoice Number*	*Date*	*Cost*	*Multiplier*	*Amount*
Chevlen, Benjamin	ER00159242	7/14/2016	12.89	1.00	12.89
Mason jars to contain soil samples.					
	ER00159242	7/15/2016	2.80	1.00	2.80
Ice for sample cooler.					

Billing Backup

Wednesday, September 14, 2016

Phase : 3 - Materials Testing & Petroleum Pipeline Oversight

Reimbursable Expenses

Vendor Name	*Invoice Number*	*Date*	*Cost*	*Multiplier*	*Amount*	
			15.69		15.69	
			Total Reimbursables			***15.69***

Consultants	*Invoice Number*	*Date*	*Cost*	*Multiplier*	*Amount*	
Positive Lab Service	56447	7/19/2016	1,102.50	1.10	1,212.75	
7/19/16 - Inv. 56447						
	56446	7/19/2016	1,102.50	1.10	1,212.75	
7/19/16 - Inv. 56446						
			2,205.00		2,425.50	
EMSL Analytical, Inc.	45002795	6/10/2016	27.00	1.10	29.70	
LA Testing #45002795 06/10/16						
			Total Consultants			***2,455.20***

Total This Phase **$7,777.14**

Total This Invoice **$7,777.14**

ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

RE: NOTIFICATION OF CHANGE OF REMITTANCE ADDRESS

Dear Valued Client

Effective on February 1st, 2016, ATC Group Services LLC, formerly Cardno ATC, will have a new remittance address. Effective immediately, please mail all payments to:

ATC Group Services, LLC
Dept. # 2630
P.O. Box 11407
Birmingham, AL 35246-2630

While our remittance address is changing, all other contact information will remain the same. Thank you for being one of our valued customers. If you have any questions or concerns, please call Collette Bordes at 337-234-8777.

221 Rue De Jean
Third Floor
Lafayette, LA 70508
ATCGroupServices.com

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Cardno ATC** ("Consultant") with a business address at 25 Cupania Circle, Monterey Park, CA 91755. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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

5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A.**

6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

7. **Additional Services**. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.

8. **Compensation and Method of Payment**. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. **Responsibilities of District.**

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.

15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

    a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.

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

18. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

21. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

    a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

    b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

    a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [____] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

    _____ (Initials)

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

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

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

_____ (Initials)

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

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

26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

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

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

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

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

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

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

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

    _____ (Initials)

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

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

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

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

To Consultant: Cardno ATC
25 Cupania Circle
Monterey Park, CA 91755
ATTN: Carlos A. Galdamez
T: (323) 517-9780
Email: carlos.galdamez@cardno.com

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

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

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

38. **Governing Law**. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

CARDNO ATC:

Stephen Drengson
Signature

Stephen Drengson/Program Manager
Typed Name/Title

10/30/13
Date

Tax Identification Number: 46-0399408

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-135**

WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	Phone:

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:		COMPLETION DATE:

FIXED FEE AMOUNT:_____

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

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

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT:
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

COMPENSATION & RATE/FEE SCHEDULE

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

STANDARD PERSONNEL RATES

Category	Base Hourly Rates
Principal	$115.00
Certified Safety Professional (CSP)	$115.00
Certified Industrial Hygienist (CIH)	$125.00
Geologist (CA Registered)	$95.00
Engineer (CA Registered)	$95.00
Program Manager	$95.00
Senior Project Manager	$85.00
Senior Engineer	$85.00
Senior Geologist	$85.00
Senior Industrial Hygienist	$90.00
Project Industrial Hygienist	$75.00
Project Engineer	$75.00
Project Geologist	$75.00
Project Scientist	$75.00
Certified Asbestos Consultant (CA DOSH)	$75.00
Project Manager	$75.00
Trainer	$75.00
Staff Industrial Hygienist	$65.00
Staff Engineer	$65.00
Staff Geologist	$65.00
Certified Lead Project Designer (CA Registered)	$55.00
Certified Lead Inspector/Assessor (CA Registered)	$55.00
Certified Lead Project Monitor (CA Registered)	$55.00
Certified Site Surveillance Technician (CA DOSH)	$55.00
Technician III	$65.00
Technician II	$55.00
Technician I	$45.00
Draftsperson / CADD	$45.00
Clerical Staff	$35.00

☐ Not Project Related

☑ Project #**13-135**

ASBESTOS

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	$20.00	**Immediate**	$20.00	**Immediate**	$140.00
8 hours	$15.00	**8 hours**	$15.00	**8 hours**	$125.00
24 hours	$12.00	**24 hours**	$12.00	**24 hours**	$100.00
48 hours	$9.00	**48 hours**	$9.00	**48 hours**	$75.00
3-5 days	$9.00	**3-5 days**	$9.00	**3-5 days**	$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvacs by TEM Chatfield Method Semi-Quantitative		Wipes/Microvacs by TEM ASTM D-5755 Quantitative	
Immediate	N/A	**Immediate**	$200.00	**Immediate**	N/A
8 hours	N/A	**8 hours**	$175.00	**8 hours**	N/A
24 hours	N/A	**24 hours**	$175.00	**24 hours**	N/A
48 hours	N/A	**48 hours**	$125.00	**48 hours**	N/A
3-5 days	$100.00	**3-5 days**	$125.00	**5 days**	$200

LEAD

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	$32.00	**Immediate**	$40.00	**24 hours**	N/A	**24-hours**	$125.00
8 hours	$28.00	**8 hours**	$35.00	**2 days**	$100.00	**2 days**	$100.00
24 hours	$17.00	**24 hours**	$30.00	**3-5 days**	$84.00	**3-5 days**	$84.00
48 hours	$14.00	**48 hours**	$25.00				
3-5 Days	$10.00	**3-5 Days**	$20.00				

☐ Not Project Related

☑ Project #**13-135**

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

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

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

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

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

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

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
B. Acceptable back-up for billings shall include, but not be limited to:
    a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    b. Records for all supplies, materials and equipment properly charged to the Services.
    c. Records for all travel pre-approved by District and properly charged to the Services.
    d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

☐ Not Project Related

☑ Project **#13-135**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-135**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: LAFranz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-135**

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

Name: SEE LIST BELOW – ALL CLEARED

Title: _____

AND/OR

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

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

Date: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: Stn Drengson

By: STEPHEN DRENGSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENGSON SR PM

CARLOS GALDAMEZ SR PM

BARRY HIETT SR PM

ROBERT de la TORRE TECH

DAMON CARRIER TECH

RICHARD GARCIA TECH

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing

The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

1. Pre-Construction Services:

a. Asbestos-Related Consulting Services

i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.

ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.

iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.

iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.

v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.

vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.

vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

b. Lead Based Paint (LBP) and other Lead-Related Consulting Services

i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

c. Hazardous Materials Consulting Services

i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
ii. The following items require sampling:
   - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
   - Mercury thermostats and light switches and fluorescent light tubes
   - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
   - Hydrocarbon-containing equipment (door closers)
   - Lead (lead-acid batteries)
   - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

d. Evaluation of Soil Conditions

i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) aid Department of Toxic Substances Control (DTSC) regulations.
iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

2. **Construction Phase:**
   a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
      i. Attend all necessary construction meetings during the course of abatement work
      ii. Review abatement contractor submittals
      iii. Provide on-site inspections with daily reports and photos of abatement work Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
      iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
      v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
      vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
      vii. Complete written reports on all activities performed.
      viii. Consultation on remedial action and contractor selection.
      ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
      x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
      xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
      xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

3. **Close-out Phase**:
   a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
   b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

4. **Reports**

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

   a. Assessment Reports, Abatement Plan, & Final Close-Out Report
      i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
      ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, aid HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Rid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
      iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
      iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

5. **Time**

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

observation reports shall be provided on a weekly basis while work in underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

6. **Accuracy Standards**

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

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Cardno ATC ("ATC")

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

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

_____

Cardno ATC Date

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

_____

Caldwell Flores Winters, Inc. Date

_____

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

☐ Not Project Related

☑ Project #**13-135**

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO:
Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **Project Name/Site**
PROJECT #: **Project #**
PROJECT TYPE: **New Const./Modernization**
DATE: Date of Invoice
INVOICE #: Invoice #
PERIOD COVERED: Billing Period of Invoice
PO #: Purchase Order #

SUBCONTRACTOR: **VENDOR NAME**
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

STEP 2 STEP 1

do not type in this column it changes automatically

Step 2: enter total value complete to date in this column, the percentage columns will change automatically

Step 1: manually enter values from last months green column into this column

do not type in this column, changes automatically

do not type in this column values will change automatically

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	**COST ID**	**Base Contract - fee**	**SCOPE OF WORK**	**FEE**	**0%**	**#VALUE!**	**0**	**#VALUE!**	**#VALUE!**
2	**COST ID**	**Base Contract - Re-imbursables**	**SCOPE OF WORK**	**RE-IMB**	**0%**	**#VALUE!**	**0**	**#VALUE!**	**#VALUE!**
		SUBTOTALS		**#VALUE!**	**#VALUE!**	**#VALUE!**	**$0.00**	**#VALUE!**	**#VALUE!**

Send invoice & Release form to [illegible]

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

☐ Not Project Related

☑ Project #**13-135**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/31/2013

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Co of the State of PA	19429
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	New Hampshire Ins Co	23841
INSURER D:	Chartis Specialty Insurance Company	26883
INSURER E:		
INSURER F:		

INSURED
ATC Group Services, Inc.
Cardno ATC
ATC Associates, Inc.
221 Rue De Jean
Suite 200
Lafayette LA 70508 USA

COVERAGES **CERTIFICATE NUMBER:** 570051838093 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability is included X General Agg.apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA 3582949 Auto (AOS) CA 2714604 Auto (MA)	09/30/2013 09/30/2013	09/30/2014 09/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC039901297 WC _ AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate Per Incident	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

CERTIFICATE HOLDER

Oxnard School District
Program Manager
6425 Christie Ave., Suite 270
Emeryville CA 94608 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570051838093

RECEIVED NOV 01 2013 CFW

AGENCY CUSTOMER ID: 570000051836

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	ATC Group Services, Inc.
POLICY NUMBER: See Certificate Number: 570051838093	
CARRIER: See Certificate Number: 570051838093 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC _ (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC _ (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC _ (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC _ FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC _ (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC _ CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	$2,000,000
							Per Incident	$1,000,000
							Deductible	$25,000
							SIR/Deduct	$25,000

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline **Date of Meeting:** 10/5/16

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** _____

Purchase Order/Draft Payment Report #16-02(Cline/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 8/11/2016 through 9/20/2016 for the 2016-2017 school year, in the amount of $6,108,045.64.

2. A listing of Draft Payments issued 8/11/2016 through 9/20/2016 for the 2016-2017school year, D7526-D7531 for the total amount of $1,070.00

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #16-02 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #16-02 (21 Pages)

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00012	Grainger Inc	CNS	stores	382.32
NP17-00013	Pioneer Chemical Co	CNS	stores	248.40
P17-00095	Fresh & Fabulous Cafe-Bakery	HR	Supp-	540.00
P17-00441	Smart And Final Iris Co	MARINA	MATL/SUPL-Instructional	500.00
P17-00606	Crazy Aaron Enterprises	SIERRA LINDA	matl/sup - instructional	44.28
P17-00871	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	214.91
P17-00897	ACSA	MARINA	TRAV/CONF-Admin	874.00
P17-00900	General Binding Corp.	MARSHALL	MAINT-Instruction	582.40
P17-00901	Pacific Northwest Publishing	HAYDOCK	MATL/SUPPLY-INSTRUCTION	286.02
P17-00902	State Of California Dept of P esticide Regulation	FACILITIES	Fees	190.00
P17-00903	General Binding Corp.	HARRINGTON	MAINT	584.06
P17-00904	General Binding Corp.	SIERRA LINDA	MAINT	642.72
P17-00905	General Binding Corp.	ELM	MAINT	530.40
P17-00915	First Picks Bread Co VII Paner a Bread	HAYDOCK	MATL/SUPPLY-INSTRUCTION	524.93
P17-00921	Dunn Edwards	WAREHOUSE	Stores Supplies	343.18
P17-00922	Costco Wholesale	RAMONA	Mat/Sup - Admin	324.00
P17-00924	Sams Club 6455	MARINA	MATL/SUPL-Instructional	500.00
P17-00925	Costco Wholesale	MARINA	MATL/SUPL-Instructional	500.00
P17-00928	Anaheim Marriott Suites	ASSESS ACCOUN	CONF	485.88
P17-00935	KYO-YA HOTELS & RESORTS PALACE HOTEL	ED SERVICES	CONF	943.57
P17-00936	Barnes And Noble	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	509.12
P17-00937	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	51.84
P17-00938	Toppers Pizza Place	MCAULIFFE	MATL/SUPL-Instructional	99.68
P17-00941	Southwest School & Office Sup	MCAULIFFE	MATL/SUPL-Instructional	708.67
P17-00942	Ventura Co Office Of Education	ED SERVICES	Conf-(Event: John Hattie 9-16-16)	600.00
P17-00943	Standard Plumbing Supply DBA H arbor Plumbing	ED SERVICES	MATL/SUPP (Fremont)	861.84
P17-00946	California School Boards Assoc	ED SERVICES	CONF	510.00
P17-00950	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	368.22
P17-00955	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	66.42
P17-00957	Bg's Coffee Shop	HAYDOCK	MATL/SUPPLY-INSTRUCTION	972.00
P17-00958	Lakeshore Learning Materials-V	ASSESS ACCOUN	MATL	216.00
P17-00959	Apple Computer Inc	NFL	Matl/Sup	51.84
P17-00960	CUE, INC	ASES	CONF/ADMIN	199.00
P17-00962	General Binding Corp.	MCKINNA	MAINT-admin	486.72
P17-00965	Smart And Final Iris Co	LEMONWOOD	Mat/Supp (Admin)	212.48
P17-00968	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	308.53
P17-00969	Fred Pryor Seminars	HR	Conf/Travel	109.00
P17-00970	ACSA	HR	Travel/Conf	660.00
P17-00971	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-INSTR	214.92
P17-00972	Rochester 100, Inc	MARSHALL	MATL/SUP - Instruction	405.00
P17-00973	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV ("FACILITIES" UNIFORMS)	228.45
P17-00974	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV ("CUSTODIAL" UNIFORMS)	171.57
P17-00975	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV ("TRANSPORTATION" UNIFORMS)	462.80
P17-00976	Printech	DRIFFILL	Mat/ Supp- Instructional	825.57
P17-00977	Franklin Covey	ED SERVICES	MATL/SUPP (WEST)	113.27

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-00982	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst.	487.15
P17-00983	Calif Dept Of Educ	ED SERVICES	CONF	450.00
P17-00988	Office Depot Bus Ser Div	TRANSPORTATIOI	SUPPLIES	102.28
P17-00990	Red Schoolhouse Software	IT	TRAVEL AND CONFERENCE (Vicky Gonzalez - OARS)	165.00
P17-00991	Smart And Final Iris Co	MARSHALL	MATL/SUP - Parent Participation	162.00
P17-00992	HSA Packaging Systems	GRAPHICS	Materials and Supplies	589.68
P17-00993	Vallarta	Pupil Srvs	MATL/SUP	300.00
P17-00994	Subway	Pupil Srvs	MATL/SUP	200.00
P17-00995	Petesehria, LLC PizzaMan Dan's	Pupil Srvs	MATL/SUP	300.00
P17-00996	Smart And Final Iris Co	Pupil Srvs	MATL/SUP	100.00
P17-01000	General Binding Corp.	RAMONA	maint- Instruction	472.16
P17-01002	Southwest Airlines	SORIA	CONF (ADMIN)	152.00
P17-01005	Red Schoolhouse Software	SORIA	CONF (Instructional/Admin)	330.00
P17-01006	Avid Center	SORIA	MATL/SUP (Instructional)	123.90
P17-01009	PCASC 2015 Mini-Conference Row land USD c/o J Stiegelmar	PERSONNEL	MEMB	40.00
P17-01010	Southwest Airlines	HR	Travel/Conf	455.88
P17-01011	La Quinta Holdings Inc La Quin ta Inn & Suites Irvine	SORIA	CONF/(Admin/Instructional)	594.00
P17-01012	Doubletree Hotel Ontario	ASSESS ACCOUN	CONF	351.28
P17-01013	La Quinta Inn & Suites Irvine Spectrum	IT	TRAVEL AND CONFERENCE	864.00
P17-01014	Michaels Stores, Inc	SORIA	MATL/SUP Instructional	116.82
P17-01015	Staples Direct	ASSESS ACCOUN	MATL	39.95
P17-01016	Home Depot Inc	DRIFFILL	MATL/SUPP-instructional	331.75
P17-01018	Laser Toner & Computer Supply	RISK MGMT	Repair	248.39
P17-01019	Spicers Paper Inc	WAREHOUSE	Stores Supplies	435.91
P17-01025	UNITED RECORDS MANAGEMENT	PURCHASING	SERV	798.00
P17-01033	ACSA	SUPERINTENDEN	CONF	545.00
P17-01034	LABSOURCE, INC	WAREHOUSE	Stores Supplies	529.20
P17-01035	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	313.47
P17-01036	School Health Corporation	WAREHOUSE	Stores Supplies	298.99
P17-01042	Sheraton Grand Sacramento	ELM	CONF-Instructional	32.00
P17-01043	MARIANA PEIRANO ROYUELA	SORIA	SERV	360.00
P17-01044	Jordanos Inc	CNS	supplies	222.85
P17-01045	Discount School Supply	ED SERVICES	MATL/SUPP (FREMONT-ZERMENO)	336.25
P17-01047	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	200.00
P17-01048	School Specialty Inc	HAYDOCK	MATLS/SUPPLY-INSTRUCTION	67.36
P17-01049	Lakeshore Learning Materials-V	MCKINNA	MATL/SUP-INSTRUCTIONAL	200.00
P17-01051	NAME	ED SERVICES	MATL	39.90
P17-01052	Barnes And Noble	SORIA	BKS (Instructional)	30.20
P17-01055	Costco Wholesale	MCKINNA	MATL/SUP-INSTRUCTIONAL	200.00
P17-01056	Staples Direct	TRANSPORTATIOI	SUPPLIES	82.26
P17-01057	Amazon Com	ED SERVICES	MATL	110.10
P17-01058	Perma Bound Books	SORIA	BKS (Instructional)	520.51
P17-01060	Smart And Final Iris Co	Pupil Srvs	MATL/SUP	500.00
P17-01066	SHRED-IT USA LLC	KAMALA	SERV-OFFICE	216.00
P17-01067	General Binding Corp.	CURREN	MAINT	390.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01068	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	876.42
P17-01069	Scholastic Inc	DRIFFILL	MATL/SUPP-instructional	99.00
P17-01071	Rochester 100, Inc	CURREN	matl/sup - instructional	360.18
P17-01072	Raymond Geddes And Co Inc	KAMALA	Materials & Supplies-Instructional	303.26
P17-01073	US School Supply Inc	KAMALA	Materials & Supplies-Instructional	344.47
P17-01074	Ventura Co Office Of Education	ED SERVICES	CONF (MSAP-WEST)	200.00
P17-01075	SHRED-IT USA LLC	MARINA	5800 SRVC - Instruction	250.00
P17-01076	ACSA	ED SERVICES	CONF	998.00
P17-01077	Digital Dolphin Supplies	WAREHOUSE	Stores Supplies	927.50
P17-01078	Office Depot Bus Ser Div	MCKINNA	matl/sup-INSTRUCTIONAL	540.00
P17-01079	Office Depot Bus Ser Div	ED SERVICES	Matl/Sup	393.12
P17-01080	Office Depot Bus Ser Div	Special Ed	MATL/SUP	63.15
P17-01081	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	206.22
P17-01082	Office Depot Bus Ser Div	BUSINESS	SUPPLIES	240.83
P17-01083	ETA Hand2mind	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	43.18
P17-01084	Reliable Floor Covering Co	FACILITIES	Service	587.00
P17-01085	Home Depot Inc	MARINA	MATL/SUPL-Instructional	334.68
P17-01086	Lakeshore Learning Materials-V	ED SERVICES	Matl/Sup	357.97
P17-01087	Demco Inc	MARINA	MATL/SUPL-Instructional	63.76
P17-01089	Demco Inc	MCAULIFFE	MATL/SUPL-Instructional	193.88
P17-01091	Editorial Projects in Ed, Inc Education Week	HR	Supp	79.00
P17-01092	Amazon Com	KAMALA	Materials & Supplies-Instructional	120.96
P17-01093	Southwest Airlines	ED SERVICES	CONF	225.96
P17-01095	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	239.47
P17-01097	Welcome Sacramento, LLC Courty ard Marriott Sacramento	ED SERVICES	CONF	338.15
P17-01098	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instructional	50.16
P17-01099	Nasco Modesto	KAMALA	Materials & Supplies-Instructional	752.44
P17-01100	US School Supply Inc	KAMALA	Materials & Supplies-Instructional	841.81
P17-01101	Lakeshore Learning Materials-V	MCKINNA	MATL/SUPP-INSTRUCTIONAL	200.00
P17-01102	Ventura Co Office Of Education	HAYDOCK	TRAVEL/CONF	800.00
P17-01103	Amazon Com	Special Ed	MATL/SUP	270.54
P17-01104	Oriental Trading Co Inc	KAMALA	Materials & Transfers-Instructional	116.56
P17-01105	Costco Wholesale	SORIA	MATL/SUP (Instructional)	200.00
P17-01106	Ventura Co Office Of Education	ED SERVICES	CONF-VCOE	450.00
P17-01107	Lakeshore Learning Materials-V	KAMALA	Materials & Supplies-Instructional	290.52
P17-01108	Apple Computer Inc	Pupil Srvs	MATL/SUP	412.56
P17-01109	Copier Source, Inc	CNS	repairs	432.00
P17-01110	CASBO	BUSINESS	CONF/TRAVEL	600.00
P17-01111	Jordanos Inc	CNS	supplies	126.17
P17-01112	Amazon Com	LEMONWOOD	MATLS/SUPL (ADMIN)	239.01
P17-01113	Walmart	Pupil Srvs	MATL/SUP	200.00
P17-01114	Office Depot Bus Ser Div	BUSINESS	SUPPLIES	71.68
P17-01115	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-01117	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	275.68
P17-01118	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	41.82
P17-01120	Ceramics And Crafts Warehouse	WAREHOUSE	Stores Supplies	325.99

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01121	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	417.31
P17-01123	Ventura Co Office Of Education	BUDGET	Serv/GASB 68 Reports	700.00
P17-01125	School Health Corporation	WAREHOUSE	Stores Supplies	708.91
P17-01144	SHRED-IT USA LLC	SORIA	SERV (Instructional)	700.00
P17-01146	Rochester 100, Inc	KAMALA	Materials & Supplies-Instructional	291.60
P17-01149	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	Materials & Supplies-Instructional	427.68
P17-01150	Southwest Airlines	HR	Travel/Conf	632.88
P17-01152	Gopher Sport	MARSHALL	MATL/SUP - Instruction	553.88
P17-01153	School Nurse Supply Co	ELM	MATL/SUP - Instructional	181.98
P17-01158	WPS	Special Ed	MATL/SUP	731.60
P17-01159	Printech	KAMALA	Supplies-Instruction	864.00
P17-01161	Shannon Diversified Inc	CNS	SERV	605.00
P17-01162	Robotics Ed & Competition Fdn	ED SERVICES	SERV-Part/Regist for Frank (INSTR)	150.00
P17-01163	Fedex Freight West Inc	SORIA	Postage (Instructional)	120.00
P17-01165	Simplex Grinnell Lp	FACILITIES	Service	810.00
P17-01169	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	390.41
P17-01170	Walmart	Pupil Srvs	MATL/SUP	200.00
P17-01171	Ventura Laminating & Supplies	SORIA	REPAIR (Instructional)	110.00
P17-01172	Blick Art Materials	ED SERVICES	MATL/SUP	433.45
P17-01173	Walmart	Pupil Srvs	MATL/SUP	200.00
P17-01174	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-01175	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-01176	Lowe's	HAYDOCK	MATL/SUPPLY-INSTRUCTION	225.51
P17-01177	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	108.00
P17-01178	Walmart	SORIA	MATL/SUP (Instructional)	700.00
P17-01179	Staples Direct	SORIA	MATL/SUP (Instructional)	300.00
P17-01180	Southwest Airlines	BUSINESS	TRAVEL/CONF	271.92
P17-01181	Rio Elementary School Distri	BUSINESS	SERV	401.45
P17-01184	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	145.80
P17-01185	Ventura Co Office Of Education	ED SERVICES	CONF (MSAP - West and Whitt)	80.00
P17-01186	Cyber Copy Inc	PURCHASING	SERV (BID #16-01 HAR FENCE PROJECT)	500.00
P17-01188	Ventura Co Office Of Education	KAMALA	Conference-instruction	60.00
P17-01189	Lakeshore Learning Materials-V	ELM	MATL/SUP - Instructional	250.00
P17-01190	Amazon Com	MCKINNA	matl/sup-instructional	157.25
P17-01191	Amazon Com	ROSE	Materials and Supplies Instructional	69.28
P17-01193	Amazon Com	MARINA	MATL/SUPL-Instructional	38.87
P17-01194	Amazon Com	MARSHALL	MATL/SUP - School Administration	106.91
P17-01196	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	HR	Conf-	75.00
P17-01197	Amazon Com	FREMONT	BKS INSTRUCTION	347.33
P17-01198	Staples Direct	RISK MGMT	Materials & Supplies	140.39
P17-01204	IMAGE APPAREL FOR BUSINESS	BUSINESS	MATL/SUP	135.19
P17-01207	UPS - FREIGHT	KAMALA	Postage/Return of Package	54.00
P17-01209	Ventura Co Star	PURCHASING	SERV/ LEGAL AD	555.12
P17-01211	Ventura Co Star	PURCHASING	SERV/ LEGAL AD	606.52
P17-01215	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	51.84
P17-01218	Handwriting Without Tears	ERC	TextBK	195.84

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01219	Handwriting Without Tears	ERC	TextBK	195.84
P17-01220	Handwriting Without Tears	ERC	TextBk	195.84
P17-01221	Handwriting Without Tears	ERC	TextBk	470.28
P17-01222	Handwriting Without Tears	ERC	TextBK	326.41
P17-01223	Handwriting Without Tears	ERC	TextBK	326.41
P17-01224	Handwriting Without Tears	ERC	TextBK	470.28
P17-01225	Handwriting Without Tears	ERC	TextBk	470.28
P17-01226	Handwriting Without Tears	ERC	TextBk	195.84
P17-01227	Handwriting Without Tears	ERC	TextBK	195.84
P17-01228	Handwriting Without Tears	ERC	TextBK	470.28
P17-01229	Rochester 100, Inc	MARSHALL	MATL/SUP - Instruction	810.00
P17-01250	CDW G	IT	MATL/SUP (1:1)	994.68
P17-01253	Dell Direct Sales Lp	RITCHEN	Matl/Sup-Admin.	202.69
P17-01255	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	55.48
P17-01256	Amazon Com	MARSHALL	MATL/SUP - Instruction	53.95
P17-01257	Troxell Communications, Inc	MARSHALL	MATL/SUP - Instruction	264.60
P17-01258	Amazon Com	MARSHALL	MATL/SUP - Instruction	140.39
P17-01259	Amazon Com	Special Ed	MATL/SUP	43.96
P17-01260	Ventura Co Office Of Education	RAMONA	CONF- Admin/Instruction (Champs)	420.00
P17-01261	Ventura Co Office Of Education	Pupil Srvs	CONF	65.00
P17-01263	Ventura Co Office Of Education	KAMALA	Conference-Instr	405.00
P17-01264	Ventura Co Office Of Education	KAMALA	Conference-Inst.	405.00
P17-01265	Ventura Co Office Of Education	Pupil Srvs	CONF	65.00
P17-01266	Ventura Co Office Of Education	ED SERVICES	TRAVEL/CONF	240.00
P17-01267	Ventura Co Office Of Education	ASSESS ACCOUN	CONF	40.00
P17-01268	Ventura Co Office Of Education	ASSESS ACCOUN	CONF	150.00
P17-01269	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV ("FACILITIES" UNIFORMS)	94.40
P17-01273	Lakeshore Learning Materials-V	Special Ed	MATL/SUP	424.68
P17-01274	Dell Direct Sales Lp	IT	MATL/SUP (DK-SL)	113.39
P17-01275	CDW G	ED SERVICES	MATL/SUP	317.04
P17-01276	School Outfitters	RISK MGMT	Materials & Supplies	109.07
P17-01278	Superior Sanitary Supplies	ROSE	Materials and Supplies Instructional	55.30
P17-01281	Pro Ed	Special Ed	MATL/SUP	448.40
P17-01282	Pro Ed	Special Ed	MATL/SUP	132.16
P17-01284	Aswell Trophy And Engraving	DRIFFILL	MATL/SUPP-instructional	17.28
P17-01288	SHRED-IT USA LLC	CURREN	serv- instructional	250.00
P17-01289	Blick Art Materials	CURREN	mat/sup - instructional	224.33
P17-01290	Office Depot Bus Ser Div	FRANK	Matl/Sup - Instructional	54.84
P17-01291	Janelle Publications Inc	Special Ed	MATL/SUP	160.48
P17-01292	Therapro Inc	Special Ed	MATL/SUP	362.45
P17-01293	Par Inc	Special Ed	MATL/SUP	422.62
P17-01294	Office Depot Bus Ser Div	Special Ed	MATL/SUP	107.99
P17-01297	Southwest Airlines	ED SERVICES	CONF	283.20
P17-01298	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	226.80
P17-01299	SANTA BARBARA CO SELPA	Special Ed	CONF	150.00
P17-01304	CUE, INC	CURREN	conf- instructional	180.00
P17-01307	Walmart	DRIFFILL	MATL/SUPP-instructional	81.00
P17-01311	Southwest Airlines	ROSE	Travel and Conference Teacher	195.96
P17-01312	VEX Robotics, Inc	ED SERVICES	MATL/SUPP (HANNA-FRANK)	86.39

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01313	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	795.94
P17-01314	Robotics Ed & Competition Fdn	ED SERVICES	SERV - Part/Regist for Frank (INSTR)	250.00
P17-01315	Uline	WAREHOUSE	Stores Supplies	369.53
P17-01316	Positive Promotions	ED SERVICES	MATL/SUP	820.61
P17-01318	CUE, INC	ASES	CONF	290.00
P17-01319	Nasco Modesto	ED SERVICES	MATL/SUPP (HOSKINS-FREMONT)	709.07
P17-01322	Avid Center	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	124.20
P17-01323	THE HUMAN SOLUTION	RISK MGMT	Materials & Supplies	189.97
P17-01325	Troxell Communications, Inc	CURREN	matl/sup - instructional	459.00
P17-01326	THE HUMAN SOLUTION	RISK MGMT	Materials & Supplies	129.60
P17-01327	CSU Channel Islands	SORIA	CONF (Instructional)	530.00
P17-01328	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	100.00
P17-01329	Amazon Com	RISK MGMT	Materials & Supplies	173.17
P17-01330	Reflective Image	TRANSPORTATIOI	SUPPLIES	397.28
P17-01331	Fun and Function	MCAULIFFE	MATL/SUPL-Instructional	119.84
P17-01332	Discount School Supply	MARSHALL	MATL/SUP - Instruction	301.28
P17-01333	ASCD	HR	Dues/Membership	134.00
P17-01335	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF	445.00
P17-01336	Ventura Co Office Of Education	ASES	CONF	100.00
P17-01338	PREMIER AGENDAS, INC	HARRINGTON	MATL/SUPPL- INSTRUCTION	274.41
P17-01339	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	223.77
P17-01340	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Professional Service	502.20
P17-01341	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Professional services	621.00
P17-01356	Renaissance Palm Springs Hotel	ASES	CONF	566.53
P17-01359	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	205.29
P17-01361	Walmart	TRANSPORTATIOI	SUPPLIES	116.61
P17-01363	Staples Direct	Pupil Srvs	MATL/SUP	453.41
P17-01368	Jostens, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	907.20
P17-01370	Oxnard School District	MCKINNA	Repair-instructional	145.00
P17-01372	Amazon Com	ASES	MAT/SUPL	179.80
P17-01374	Department Of Social Services	ED SERVICES	SERV	242.00
P17-01376	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-01377	Walmart	Pupil Srvs	MATL/SUP	200.00
P17-01379	Southwest Airlines	ROSE	Travel and Conference administration	647.84
P17-01381	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	200.00
P17-01382	School Health Corporation	WAREHOUSE	Stores Supplies	997.62
P17-01384	NETWORK CRAZE TECHNOLOGIES INC	SORIA	MATL/SUP-instruction	31.86
P17-01385	Gopher Sport	SORIA	MATL/SUP (Instructional)	656.65
P17-01386	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	150.00
P17-01387	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	123.12
P17-01388	Marie Callender's	RITCHEN	MATL/SUP-Instructional	349.45
P17-01390	Promote Mkt Concepts, Inc	SORIA	MATL/SUP (ADMIN)	156.60
P17-01391	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	747.50

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01392	Barnes And Noble	SORIA	MATL/SUP (Instructional)	334.53
P17-01393	Newegg Com	FREMONT	MAT/SUP INSTRUCTION	37.51
P17-01394	School Nurse Supply Co	WAREHOUSE	Stores Supplies	635.04
P17-01396	TECHNOLOGICAL SOLUTIONS, INC	FRANK	SOFTWARE/LIC-APPLICATIONS - Instructional	249.00
P17-01397	UnbeatableSale.Com, Inc	ED SERVICES	MATL/SUPP (Fremont - McGloughlin)	237.66
P17-01399	iCreat to Education, Inc HUE H D	ED SERVICES	MATL/SUPP (HAYDOCK-BOND)	755.46
P17-01402	Amazon Com	ED SERVICES	MATLS/SUPPL	647.19
P17-01403	Ventura Co Office Of Education	ED SERVICES	CONF (MSAP - West and Whitt)	80.00
P17-01406	Grainger Inc	MARINA	MATL/SUPL-Instr	52.88
P17-01418	Ventura Co Office Of Education	DRIFFILL	CONF-instructional	660.00
P17-01423	Amazon Com	DRIFFILL	MATL/SUPP-instructional	120.87
P17-01430	Aswell Trophy And Engraving	MARINA	MATL/SUPL-Instructional	32.40
P17-01431	Lakeshore Learning Materials-V	NFL	Matl/Sup	269.92
P17-01432	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPP (instrcutional)	123.12
P17-01435	Amazon Com	MCKINNA	Materials & Supplies-instructional	634.88
P17-01436	Ventura Co Office Of Education	HR	Prof/Consult	100.00
P17-01438	Amazon Com	LEMONWOOD	MAT/SUPP (Instructional)	249.93
P17-01439	SCRIPPS NATL SPELLING BEE	LEMONWOOD	SERV (Instructional)	152.50
P17-01440	Amazon Com	WAREHOUSE	Stores Supplies	379.94
P17-01442	CUE, INC	MARINA	TRAVL/CONF-ADMIN	290.00
P17-01443	Barnes And Noble	KAMALA	Materials & Supplies-Instructional	275.83
P17-01444	Best Buy	MARINA	MATL/SUPL-Instructional	484.92
P17-01448	UPS - FREIGHT	FREMONT	Postage- INSTRUCTION	50.00
P17-01450	SCRIPPS NATL SPELLING BEE	MARINA	SERV-Instructional	152.00
P17-01451	UPS - FREIGHT	Pupil Srvs	Postage/INSTRU	100.00
P17-01458	Focus On The Masters	FREMONT	T1/SERV	500.00
P17-01463	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	801.25
P17-01464	Batteries Plus	WAREHOUSE	Stores Supplies	894.24
P17-01467	Colbi Technologies Inc	BUSINESS	SERV	407.90
P17-01468	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ROSE	Travel / conf - admin, instuct,counseling,parent	900.00
P17-01469	Printech	HAYDOCK	MATL/SUPPLY-INTRUCTION	466.56
P17-01470	AOTS GROUP	HAYDOCK	TRAVEL/CONF-INSTRUCTION	181.25
P17-01471	Apple Computer Inc	Special Ed	EQUIPMENT	520.56
P17-01472	Robert W Fathauer/dba Tessella tions	HAYDOCK	MATL/SUPPLY-INSTRUCTION	258.55
P17-01474	Gold Coast Computer Using Ed G OLD COAST CUE	RITCHEN	CONF-Admin. & instructional	200.00
P17-01476	American Library Assn	HAYDOCK	MATL/SUPPLY-INSTRUCTION	188.57
P17-01479	Dell Direct Sales Lp	NFL	computer materials/supplies	396.12
P17-01481	Gopher Sport	RITCHEN	MATL/SUP-Instructional	79.81
P17-01485	Petroleum Telcom Inc DBA Telec om	ASES	Motorola MagOne VHF Radio Pachage	378.00
P17-01486	CDW G	ED SERVICES	MATL/SUP	57.23
P17-01488	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ED SERVICES	TRAVEL/CONF	750.00
P17-01489	Staples Direct	MCKINNA	Materials & Supplies-Instructional	66.94
P17-01490	Uline	MARSHALL	MATL/SUP - Instruction	324.00
P17-01493	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	162.17

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01496	MHS Inc	Special Ed	MATL/SUP	123.90
P17-01497	MHS Inc	Special Ed	MATL/SUP	212.40
P17-01498	UPS	ED SERVICES	Postage	500.00
P17-01500	Ventura Co Office Of Education	ED SERVICES	CONF-Fostering Fluency 10-20-16	135.00
P17-01501	UPS	MCKINNA	Postage-Instruction	64.80
P17-01502	Home Depot Inc	ED SERVICES	MATL/ SUP	19.41
P17-01503	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	266.66
P17-01504	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	100.00
P17-01506	California Lutheran University	MCKINNA	conf-instructional	600.00
P17-01508	CN School & Office Sol, Inc Cu lver-Newlin	PURCHASING	MATL/SUP (OFFICE CHAIRS - LISA F. & LYDIA)	826.14
P17-01509	Ventura Co Office Of Education	ED SERVICES	SERV	450.00
P17-01510	Walmart	MARSHALL	MATL/SUP - Instruction	324.00
P17-01512	Aswell Trophy And Engraving	ED SERVICES	MATLS/SUPPL	56.11
P17-01513	Aswell Trophy And Engraving	ED SERVICES	MATLS/SUPPL	82.03
P17-01516	Lakeshore Learning Materials-V	MARINA	EQUIP-Instruc	517.32
P17-01517	CDW G	NFL	Materials/supplies	301.33
P17-01518	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-INSTRUCTIONAL	107.98
P17-01519	Ventura Co Office Of Education	RAMONA	CONF - Instruction	90.00
P17-01520	CASBO VTA/SB SUBSECTION	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	180.00
P17-01521	Ventura Co Office Of Education	HAYDOCK	CONF-ADMINISTRATION	30.00
P17-01522	Scholastic Inc	SORIA	MATL/SUP (Instructional)	260.65
P17-01524	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	16.19
P17-01525	Smart And Final Iris Co	LEMONWOOD	Materials/Supplies (instructional)	540.00
P17-01530	Driftwood Dairy Inc	LEMONWOOD	MAT/SUPP (Instructional)	90.33
P17-01532	TRI-COUNTY OFFICE FURNITURE	FACILITIES	Repair	270.00
P17-01533	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	DRIFFILL	CONF-instructional	567.00
P17-01534	CABE	HR	SERV /Recruitment	610.00
P17-01535	California School Boards Assoc	SUPERINTENDEN	CONF	92.00
P17-01538	Pro Ed	MARSHALL	MATL/SUP - Instruction	37.80
P17-01540	Gopher Sport	KAMALA	Materials & Supplies-instruction	502.20
P17-01541	Printech	MARSHALL	MATL/SUP - Instruction	431.97
P17-01545	Evollve, Inc Ozobot	RITCHEN	MATL/SUP-instructional	270.00
P17-01546	TDSA, LLC Teacher Direct	MARSHALL	MATL/SUP - Instruction	345.31
P17-01547	SHRED-IT USA LLC	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	400.00
P17-01548	Aswell Trophy And Engraving	MARSHALL	MATl/SUP - Instruction	42.61
P17-01549	Gopher Sport	MARSHALL	MATL/SUP - Instruction	106.66
P17-01550	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	TRANSPORTATIO	SUPPLIES	280.00
P17-01552	WONDER WORKSHOP INC	RITCHEN	MATL/SUP/ sftware/apps/licenses-Instructional	691.15
P17-01553	JAY SILVER JOYLABZ LLC	RITCHEN	MATL/SUP-Insturctional	161.73
P17-01554	Amazon Com	MARSHALL	MATL/SUP - Instruction	371.37
P17-01555	Fitness Finders, Inc	RITCHEN	MATL/SUP-Instructional	74.75
P17-01556	SCRIPPS NATL SPELLING BEE	MARSHALL	SERV - Instruction	152.50
P17-01558	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	220.94
P17-01559	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	171.94

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01560	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	39.70
P17-01562	Sams Club 6455	Special Ed	MATL/SUP	74.50
P17-01567	Home Depot Inc	MARSHALL	MATL/SUP - Instruction	54.43
P17-01568	ANAHEIM MARRIOTT	HR	Conf/Recruitment	444.42
P17-01569	Federal Express Corp	ED SERVICES	Postage	500.00
P17-01571	Parent Project Inc	FRANK	Matl/Sup - Instructional	816.00
P17-01573	Casto Chapter 5	TRANSPORTATIOI	CONFERENCE	111.00
P17-01574	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	RAMONA	CONF - Instruction/Admin	225.00
P17-01575	McCarty And Sons Towing	TRANSPORTATIOI	SERVICES	750.00
P17-01576	Dell Direct Sales Lp	TRANSPORTATIOI	SUPPLIES	43.18
P17-01578	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instructional	381.28
P17-01579	Oriental Trading Co Inc	MCKINNA	Materials & Supplies-Instructional	132.76
P17-01580	Oriental Trading Co Inc	Pupil Srvs	MAT/SUP- SOF bags	75.58
P17-01581	Apple Computer Inc	MCAULIFFE	MATL/SUPL-Instructional	223.56
P17-01582	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	105.31
P17-01585	Amazon Com	MARINA	MATL/SUPL-Instructional	340.61
P17-01586	Staples Direct	MCAULIFFE	Materials-Administration	97.90
P17-01587	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONF (Admin) (Instrcutional)	395.00
P17-01588	Amazon Com	IT	MATL/SUP	340.10
P17-01589	Ventura Co Office Of Education	HAYDOCK	CONF-ADMINISTRATION	25.00
P17-01590	Amazon Com	MCKINNA	MATL/SUP-INSTRUCTIONAL	197.84
P17-01591	It's Elementary	KAMALA	EQUP-Instructional	863.99
P17-01592	US School Supply Inc	KAMALA	Materials & Supplies-Instructional	63.67
P17-01594	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	24.75
P17-01596	Read Naturally, Inc	KAMALA	SERV-Instructional	66.40
P17-01598	Costco Wholesale	BREKKE	MATL/SUP - Instructional	300.00
P17-01599	Smart And Final Iris Co	BREKKE	MATL/SUP - Instruction	300.00
P17-01600	California School Boards Assoc	SUPERINTENDEN	CONF	184.00
P17-01603	Vocabulary Spelling City	HARRINGTON	PROF CONSUL 5800 -INSTRUCTION	798.00
P17-01604	Pesi, Inc	HARRINGTON	TRAVE/CONF SPEC ED RSP/COUNSELOR/PSYCHOLOGIST	599.97
P17-01606	VENTURA RENTAL	CNS	rental	269.50
P17-01607	Southwest Airlines	SUPERINTENDEN	CONF/TRAVEL	117.96
P17-01608	Southwest Airlines	ED SERVICES	CONF	117.96
P17-01609	Office Depot Bus Ser Div	Special Ed	MATL/SUP	289.34
P17-01610	Southwest Airlines	SUPERINTENDEN	CONF/TRAVEL	117.96
P17-01611	Office Depot Bus Ser Div	Special Ed	MATL/SUP	43.18
P17-01612	Staples Direct	Special Ed	MATL/SUP	71.65
P17-01613	Southwest Airlines	SUPERINTENDEN	CONF/TRAVEL	157.96
P17-01615	4imprint	ED SERVICES	MATL/SUPP (HAYDOCK-BOND)	414.28
P17-01616	Raymond Geddes And Co Inc	CURREN	matl/sup - instructional	51.26
P17-01617	Oriental Trading Co Inc	CURREN	matl/sup-instructional	190.19
P17-01619	Liberty Flags Inc	CURREN	matl/sup - instructional	60.48
P17-01620	Amazon Com	CURREN	matl/sup - instructional	290.36
P17-01621	California School Boards Assoc	SUPERINTENDEN	CONF	92.00
P17-01622	Carolina Biological Supply	ED SERVICES	MATL/SUPP (HAYDOCK-6TH GR)	248.86
P17-01623	California School Boards Assoc	SUPERINTENDEN	CONF	92.00
P17-01624	California School Boards Assoc	SUPERINTENDEN	CONF	35.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01626	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	DRIFFILL	matl/supp-instructional	511.92
P17-01627	Aswell Trophy And Engraving	Pupil Srvs	MAT/SUP T-Shirts	238.95
P17-01629	Lakeshore Learning Materials-V	ELM	MATL/SUP - Instructional	672.30
P17-01634	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	229.94
P17-01636	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ELM	CONF - Instructional	450.00
P17-01637	California School Boards Assoc	SUPERINTENDEN	CONF	184.00
P17-01638	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MCKINNA	CONF-INSTRUCTIONAL	525.00
P17-01639	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL, admin,counsel	525.00
P17-01640	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-ADMINISTRATION	200.00
P17-01641	UPS - FREIGHT	BREKKE	POSTAGE Office & admin	300.00
P17-01642	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MARSHALL	CONF - Instruction	75.00
P17-01643	Blick Art Materials	ED SERVICES	MATL/SUPP (Fremont-Hoskins)	497.66
P17-01644	CASCWA So Section	Pupil Srvs	CONF	100.00
P17-01645	Walmart	DRIFFILL	MATL/SUPP-instructional	162.00
P17-01646	Dell Direct Sales Lp	Pupil Srvs	MATL/SUP	478.96
		Total Number of POs	**424** **Total**	**132,370.98**

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	411	128,122.24
120	CHILD DEVELOPMENT FUND	5	1,462.50
130	CAFETERIA FUND	7	2,286.24
213	BOND FUND MEASURE R 2012	1	500.00
		Total Fiscal Year 2017	**132,370.98**
		Total	**132,370.98**

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 *

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00112	6,430.10	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	947.18
P17-00100	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P17-00290	651.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	165.00
P17-00589	182.36	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	151.19-
P17-00626	8,825.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	585.00-
P17-00670	5,005.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	385.00
P17-00782	660.00	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	210.00
P17-00884	7,100.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	200.00
P17-00985	8,418.60	010-4400	GENERAL FUND/NON-CAP EQUIP ($500-$4,999)	718.20-
P17-01217	2,189.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	189.89
P17-01303	4,715.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P17-01404	1,435.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	350.00
			Total PO Changes	**1,592.68**

Information is further limited to: (Maximum Amount = 999.99)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00004	Gold Star Foods	CNS	stores	5,017.40
NP17-00005	P And R Paper Supply Co	CNS	stores	4,944.30
NP17-00006	Gold Star Foods	CNS	stores	16,505.95
NP17-00007	P And R Paper Supply Co	CNS	stores	6,148.75
NP17-00008	Gold Star Foods	CNS	stores	21,697.85
NP17-00009	P And R Paper Supply Co	CNS	stores	8,720.56
NP17-00010	Gold Star Foods	CNS	stores	48,230.25
NP17-00011	P And R Paper Supply Co	CNS	stores	9,199.39
NP17-00014	Jamison Hardware Company	CNS	stores	1,563.62
NP17-00015	Gold Star Foods	CNS	stores	23,657.10
NP17-00016	P And R Paper Supply Co	CNS	stores	10,138.89
P16-04997	CANON FINANCIAL SERVICES INC	DISTRICT OFFICE	LEASE (DISTRICT WIDE COPIERS)	146,593.00
P17-00037	Barnes And Noble	FREMONT	MAT/SUP INSTRUCTION	1,000.00
P17-00390	SO CAL OFFICE TECHNOLOGIES	GRAPHICS	maint	65,241.96
P17-00883	Pacificom Coast Sound And	FACILITIES	Service	3,078.00
P17-00899	Printech	FRANK	MAINT-Instruction	2,400.00
P17-00906	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	3,240.00
P17-00907	Ventura Pest Control	FACILITIES	Service	5,054.40
P17-00908	Vista Ford Of Oxnard	FACILITIES	Repairs	1,080.00
P17-00909	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	1,000.00
P17-00910	Dept of General Services	BUSINESS	CONST	26,006.98
P17-00911	Deere & Co.	FACILITIES	Equipment	20,594.37
P17-00912	Vista Ford Of Oxnard	FACILITIES	Equipment	38,831.51
P17-00913	Frontier California Inc	BUSINESS	CONST	1,500.00
P17-00914	Vista Ford Of Oxnard	FACILITIES	Equipment	28,504.55
P17-00916	Ahern Rentals	LEMONWOOD	SERV/MEASURE R	1,276.09
P17-00917	Mobile Modular Management	FACILITIES	Rent Lease, Haydock	9,672.00
P17-00918	Power Machinery Center	WAREHOUSE	REPAIRS	2,000.00
P17-00919	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,225.80
P17-00920	Fausset Printing	ED SERVICES	MATLS/SUPPL	1,431.00
P17-00923	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,892.42
P17-00926	Ge Capital Info Tech Sloutions	NFL	MAINT	2,847.60
P17-00927	Printech	MARSHALL	MAINT-Instruction	4,804.30
P17-00929	Courtyard by Marriott Irvine S pectrum	ASSESS ACCOUN	CONF	1,153.08
P17-00930	Renaissance Palm Springs Hotel	ED SERVICES	CONF-Hotel Accomadation for 7 - Science Conference	4,174.59
P17-00931	WALT DISNEY TRAVEL CO., INC DI SNEYLAND RESORT HOTELS	ED SERVICES	CONF-Hotel Accomadation	2,095.47
P17-00932	KITTRIDGE HOTELS & RESORTS,LLC HARD ROCK HOTEL PALM SPRINGS	MARINA	TRAVL/CONF-Admin & Instruc	1,413.44
P17-00933	Williams Scotsman Inc-	DISTRICT OFFICE	Lease	8,736.00
P17-00934	ISLAND HOTEL FINANCE THE ISLAN D HOTEL	BUSINESS	TRAVEL	3,373.40
P17-00939	Pearson Education	MCKINNA	matl/sup-instructional	14,699.72
P17-00940	ACSA	ED SERVICES	CONF	2,955.00
P17-00944	Williams Scotsman Inc-	MCAULIFFE	lease	10,636.80
P17-00945	Office Depot Bus Ser Div	ED SERVICES	MTLS	2,500.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-00947	BSN Sports	WAREHOUSE	Stores Supplies	2,112.70
P17-00948	Extreme Clean	WAREHOUSE	Stores Supplies	2,340.90
P17-00949	LABSOURCE, INC	WAREHOUSE	Stores Supplies	1,356.75
P17-00951	Veritiv Operating Company	WAREHOUSE	Stores Supplies	2,327.40
P17-00952	Mobile Modular Management	PURCHASING	LEASE	13,200.00
P17-00953	Mobile Modular Management	PURCHASING	MAINT/HAY	20,160.00
P17-00954	Mobile Modular Management	PURCHASING	MAINT/FRA	19,992.00
P17-00956	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	1,000.00
P17-00961	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - INSTRUCITONAL	2,000.00
P17-00963	Ventura Co Office Of Education	BUDGET	Courier Service	5,966.00
P17-00966	Holiday Inn Hotel And Suites	ED SERVICES	CONF	2,000.00
P17-00967	Hilton Irvine	ED SERVICES	CONF	3,456.00
P17-00978	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	1,617.30
P17-00979	Printech	MARSHALL	MATL/SUP - Instruction	3,110.40
P17-00980	Office Depot Bus Ser Div	MARSHALL	MATL/SUP - Instruction	4,860.00
P17-00981	Neogov	PERSONNEL	Serv	13,270.00
P17-00984	School Outfitters	ED SERVICES	MATL/SUPP (FRANK)	2,162.41
P17-00985	Aztec Technology Corp	ED SERVICES	EQUIP (HAYDOCK)	8,418.60
P17-00986	San Joaquin County Of Ed	HR	Serv	2,460.15
P17-00989	Home Depot Inc	ED SERVICES	MATL/SUPP (FRANK)	2,106.89
P17-00997	ARTICHOKE MUSIC SVCS INC/DBA J ENSEN GUITAR & MUSIC CO.	HARRINGTON	MATL/SUP	3,923.52
P17-00998	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLY-INSTRUCTIONAL	16,200.00
P17-00999	SCVSFSA - Super Co-Op	CNS	membership	2,059.93
P17-01001	Jordanos Inc	CNS	supplies	6,480.00
P17-01003	VCOE - 0950	DRIFFILL	CONF-instructional	1,445.00
P17-01004	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	5,804.75
P17-01007	West Coast Tree Service	FACILITIES	Service	34,479.00
P17-01008	Ventura Co Overhead Door Co	FACILITIES	Service	3,240.00
P17-01017	Smart And Final Iris Co	Pupil Srvs	MATL/SUP	1,000.00
P17-01020	Concepts School & Office Furn	DRIFFILL	EQUIP (TEACHER DESKS)	1,583.49
P17-01021	Jordanos Inc	CNS	supplies	1,211,000.00
P17-01022	Ventura Pest Control	CNS	services	13,200.00
P17-01023	GMH INC dba/WEST COAST AIR CON DITIONING	FACILITIES	Service	1,215.00
P17-01024	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,944.00
P17-01026	Petroleum Telcom Inc DBA Telec om	SORIA	MATL/SUP (Admin)	3,504.92
P17-01027	Ventura Co Office Of Education	SORIA	CONF (Instructional)	1,400.00
P17-01028	Ventura Co Office Of Education	SORIA	CONF (Instructional)	1,440.00
P17-01029	Superior Sanitary Supplies	MCAULIFFE	MATL/SUPL-Instructional	3,201.01
P17-01030	Dept Of Toxic Substances Ctr	BUSINESS	CONST	12,800.00
P17-01031	Office Depot Bus Ser Div	DRIFFILL	MATL/SUPP-instrucitonal	3,240.00
P17-01032	Calif Dept Of Educ Cashier's O ffice	BUSINESS	CONST	2,048.82
P17-01037	Veritiv Operating Company	WAREHOUSE	Stores Supplies	1,586.52
P17-01038	Decisioninsite Llc	BUSINESS	SVCE	22,300.00
P17-01039	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,612.34

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01040	School Tech Supply	KAMALA	EQUIP (TEACHER LAPTOPS)	1,465.04
P17-01041	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	3,683.88
P17-01046	Premier Agendas Inc	SORIA	MATL/SUP (Instructional)	1,414.82
P17-01050	School Tech Supply	ED SERVICES	EQUIP (Frank - Hanna)	2,697.72
P17-01053	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,268.90
P17-01054	DoubleTree by Hilton	FREMONT	TRAV/CONF INSTRUCTIONAL	1,008.86
P17-01059	Rodney Allen Spicer dba/ Gold Coast K9	Pupil Srvs	MAA/SERV	24,000.00
P17-01062	Dell Direct Sales Lp	ED SERVICES	EQUIP (Frank-Hanna)	35,849.96
P17-01063	NSX Technologies, Inc Anywhere Cart	ED SERVICES	MATL/SUPP (FRANK)	3,164.40
P17-01064	NSX Technologies, Inc Anywhere Cart	ED SERVICES	MATL/SUPP (FREMONT)	6,156.00
P17-01065	NSX Technologies, Inc Anywhere Cart	ED SERVICES	MATL/SUPP (HAYDOCK)	6,588.00
P17-01070	Hilton Anaheim	ED SERVICES	CONF	3,576.10
P17-01088	CDW G	ED SERVICES	EQUIP (MSAP-WEST)	2,694.86
P17-01090	Ventura Co Office Of Education	ED SERVICES	CONF-LTEL	1,680.00
P17-01094	Garcia, Hernandez, Sawhney & B ermudez, LLP	BUSINESS	SERV	350,000.00
P17-01096	Hilton San Diego Bayfront	ED SERVICES	CONF	1,785.60
P17-01116	Nestle Waters North America Re ady Refresh	DRIFFILL	SUPP-instructional	2,376.00
P17-01119	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	1,347.84
P17-01124	Juan Manuel Lopez Imperium Rei gen Empire	HR	Supp-	1,500.00
P17-01126	MAHON, GLENDA C. dba/ ACTION P REPAREDNESS TRAINING	HR	SERV	2,100.00
P17-01127	VENTURA COUNTY ARTS COUNCIL	CHAVEZ	SERV	5,500.00
P17-01128	Carson Entertainment	ASES	SERV	4,000.00
P17-01129	Oxnard Performing Arts Center	ASES	RENTAL	1,762.25
P17-01130	RICHARD BLAGDEN dba/ACHIEVE NO W	CHAVEZ	LCFF-TARGETED/SERV	3,190.00
P17-01131	VENTURA COUNTY ARTS COUNCIL	CURREN	SERV	21,600.00
P17-01132	CSU Channel Islands	ED SERVICES	SVC/MSAP GRANT	118,590.61
P17-01133	Ventura Co Office Of Education	Special Ed	SERV (OT/COTA SERVICES)	228,480.00
P17-01134	Ventura Co Office Of Education	Special Ed	SERV (SESS SERVICES)	249,600.00
P17-01135	COUNTY OF VENTURA COUNTY HUMAN SVCS AGENCY	Special Ed	MAA/SERV	104,079.00
P17-01136	FM Architecture Inc	FACILITIES	DEF MAINT (ESC LOBBY PROJECT)	17,000.00
P17-01137	FM Architecture Inc	FACILITIES	DEF MAINT (CHAVEZ HVAC PROJECT)	96,300.00
P17-01138	FM Architecture Inc	FACILITIES	DEF MAINT (HAY BLDG 900 SEWER PROJECT)	23,450.00
P17-01139	FM Architecture Inc	FACILITIES	MSAP (FRANK SCHOOL MARQUEE PROJECT)	6,865.00
P17-01140	FM Architecture Inc	FACILITIES	MSAP (HAYDOCK SCHOOL MARQUEE PROJECT)	6,865.00
P17-01141	PDAP OF VENTURA COUNTY, INC	Pupil Srvs	T1/SERV	30,000.00
P17-01142	Parrot, Inc	ASES	MAT/SUPL	1,619.89

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01143	It's Elementary	KAMALA	Materials & Supplies-Instructional	1,410.76
P17-01145	Red Schoolhouse Software	ED SERVICES	SERV-Software	82,552.50
P17-01147	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,882.29
P17-01148	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,746.27
P17-01151	CN School & Office Sol, Inc Cu lver-Newlin	HARRINGTON	EQUIP (CABINETS - RM'S 251/252/353)	3,927.46
P17-01154	General Binding Corp.	SAN MIGUEL	EQUIPMENT	2,307.18
P17-01155	Pro Ed	Special Ed	MATL/SUP	1,416.00
P17-01156	Pearson	Special Ed	MATL/SUP	5,399.75
P17-01157	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	1,481.13
P17-01160	Petroleum Telcom Inc DBA Telec om	MARSHALL	MATL/SUP - Instruction	1,289.52
P17-01164	Bright Casa Sirena LLC Hampton Inn Channel Islands	SUPERINTENDEN	CONF	2,500.00
P17-01166	The Berry Man Inc	CNS	FFVP/PRODUCE	286,128.67
P17-01167	Jordanos Inc	CNS	FFVP/Vegetable Dips	7,000.01
P17-01168	Jordanos Inc	CNS	4300/MAT/SUP/FFVP	33,875.51
P17-01182	Petesehria, LLC PizzaMan Dan's	ED SERVICES	MATL/SUP	2,000.00
P17-01183	PROJECT LEAD THE WAY, INC	ED SERVICES	SUB/LIC/APPS (Frank and Fremont)	1,500.00
P17-01187	Wenger Corporation	FACILITIES	EQUIP (STAIRS FOR SHOWMOBILE PORTABLE STAGE)	2,338.40
P17-01192	Gold Star Foods	CNS	rental	40,000.00
P17-01195	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	2,413.37
P17-01199	MJP Technologies, Inc	IT	SERV (UPS Onsite Service/Sites)	10,340.00
P17-01200	Brainpop Com Llc	HAYDOCK	SERV-INSTRUCTIONAL	1,695.00
P17-01201	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP	44,668.80
P17-01202	Reliable Floor Covering Co	FACILITIES	Service	3,260.00
P17-01203	NISSEN $ COMPANY, INC	FACILITIES	Materials and Supplies	1,620.00
P17-01205	A&S CRAFTED PRODUCTS	HARRINGTON	EQUIP (GUITAR RACKS)	2,073.24
P17-01206	TLC, PLUS	Special Ed	SVCS/SPEC ED	11,689.84
P17-01208	Durbiano Fire Equipment Co	FACILITIES	Repair	5,133.24
P17-01210	Ventura Co Star	PURCHASING	SERV/ LEGAL AD	2,806.44
P17-01212	The Art of Education, LLC	HAYDOCK	PROF/SERV-INSTRUCTIONAL	1,125.00
P17-01213	ExploreLearning, LLC	CHAVEZ	SOFTWARE APPS-INSTRUCTIONAL	2,735.00
P17-01214	JANICE H. LINDSAY	MARSHALL	SERV	11,200.00
P17-01216	Woodwind & Brasswind, Inc	SORIA	MATL/SUP (Instructional)	1,814.40
P17-01217	Imagestuff Com	MARSHALL	MATL/SUP - Instruction	2,189.75
P17-01230	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,214.25
P17-01231	MJP Technologies, Inc	IT	EQUIP (UPS Brekke School)	1,194.18
P17-01232	MJP Technologies, Inc	IT	EQUIP (UPS / Chavez School)	1,910.69
P17-01233	MJP Technologies, Inc	IT	EQUIP (UPS / CURREN SCHOOL)	2,627.20
P17-01234	MJP Technologies, Inc	IT	EQUIP (UPS / Driffill School)	3,343.71
P17-01235	MJP Technologies, Inc	IT	EQUIP (UPS / ELM SCHOOL)	1,910.69
P17-01236	MJP Technologies, Inc	IT	EQUIP (UPS / FRANK)	3,582.55
P17-01237	MJP Technologies, Inc	IT	EQUIP (UPS / FREMONT)	2,866.04
P17-01238	MJP Technologies, Inc	IT	EQUIP (UPS/ HAYDOCK)	2,149.53
P17-01239	MJP Technologies, Inc	IT	EQUIP (UPS/KAMALA)	2,866.04
P17-01240	MJP Technologies, Inc	IT	EQUIP (UPS / LW)	2,627.20
P17-01241	MJP Technologies, Inc	IT	EQUIP (UPS / MW)	2,388.37

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01242	MJP Technologies, Inc	IT	EQUIP (UPS / MARSHALL)	2,149.53
P17-01243	MJP Technologies, Inc	IT	EQUIP (UPS/SL)	2,388.37
P17-01244	MJP Technologies, Inc	IT	EQUIP (UPS/SORIA)	2,627.20
P17-01245	MJP Technologies, Inc	IT	EQUIP (UPS/McA)	1,910.69
P17-01246	MJP Technologies, Inc	IT	EQUIP (UPS/McK)	2,627.20
P17-01247	MJP Technologies, Inc	IT	EQUIP (UPS/RAMONA)	1,910.69
P17-01248	MJP Technologies, Inc	IT	EQUIP (UPS/RITCHEN)	1,910.55
P17-01249	MJP Technologies, Inc	IT	EQUIP (UPS/ROSE AVENUE)	1,910.69
P17-01251	CDW G	LEMONWOOD	COMP SUPP/EQUIP (ADMIN)	6,669.01
P17-01252	CDW G	Special Ed	MATL/SUP	2,022.53
P17-01254	Dell Direct Sales Lp	Special Ed	EQUIPMENT	12,603.00
P17-01270	Smart And Final Iris Co	CURREN	matl/sup - parent participation	1,080.00
P17-01271	Textbook Warehouse LLC Textboo k Warehouse	ERC	TextBK	20,606.72
P17-01272	Textbook Warehouse LLC Textboo k Warehouse	ERC	TextBK	4,352.40
P17-01277	Scholastic Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	3,583.00
P17-01279	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	3,076.26
P17-01280	Pearson	Special Ed	MATL/SUP	3,494.40
P17-01283	Virganth Haur Evolving Solutio ns, LLC	IT	RENTALS, LEASE, REPAIR (iPad Summer Cleaning)	12,560.00
P17-01285	Printech	LEMONWOOD	Mat/Suppl (instructional)	4,860.00
P17-01286	Dagan Sales And Marketing Inc	CURREN	matl/sup - instructional	2,701.68
P17-01287	Walmart	ED SERVICES	Matl/Sup	2,000.00
P17-01295	Lifetouch	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,021.94
P17-01296	SHRED-IT USA LLC	RAMONA	SERV - INST	1,080.00
P17-01300	Coast To Coast Computer Prod	DRIFFILL	matl/supply-instruction	1,548.72
P17-01301	PEAK CONFERENCE GROUP, LLC	Special Ed	CONF/TRAVEL	1,625.00
P17-01302	B & H Foto & Electronics Corp	FRANK	Matl/Sup - Instructional	1,486.31
P17-01303	Coast To Coast Computer Prod	FRANK	Matl/Supplies - Instructional	4,715.34
P17-01305	Smart And Final Iris Co	CURREN	matl/sup-instructional	2,000.00
P17-01306	ACSA	ED SERVICES	CONF	1,590.00
P17-01308	DELTA EDUCATION	RITCHEN	MATL/SUP-Instructional	5,563.68
P17-01309	Hilton Sacramento Arden West	Special Ed	CONF/TRAVEL	1,635.90
P17-01310	Holiday Inn Hotel And Suites	ED SERVICES	CONF	2,000.00
P17-01317	Barnes And Noble	ED SERVICES	MATL/SUPP (MSAP)	2,414.45
P17-01321	Principals Essentials, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,663.20
P17-01324	TSI Supplies, TSI Uniforms	KAMALA	Materials & Supplies-Instructional	1,690.85
P17-01334	Scholastic Inc	MCKINNA	Materials & Supplies-Instructional	1,626.08
P17-01337	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	1,080.00
P17-01342	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG (ELM RECON)	2,010.00
P17-01343	Borchard Construction Inc	FACILITIES	REPAIR (CONCRETE REPAIR AT SIERRA LINDA)	1,500.00
P17-01344	ANGELES SMALL	ED SERVICES	T1/SERV	3,900.00
P17-01345	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	equip-044	3,126.60

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01346	Petroleum Telcom Inc DBA Telec om	KAMALA	Materials & Supplies-Admin	1,166.40
P17-01347	Printech	FRANK	Matl/Sup - Instructional	2,500.00
P17-01348	Extreme Clean	WAREHOUSE	Stores Supplies	2,809.08
P17-01349	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,826.71
P17-01350	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,554.38
P17-01351	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	2,000.00
P17-01352	Mobile Modular Management	FACILITIES	Rent/Lease/Fremont School	4,836.00
P17-01353	Mobile Modular Management	FACILITIES	Rent/Lease/Haydock School	4,836.00
P17-01354	Southern Calif Edison Co	BUSINESS	CONST	2,387.77
P17-01355	Frontier California Inc	BUSINESS	CONST	1,500.00
P17-01357	Lowe's	ED SERVICES	MATL/SUPP (HAYDOCK-WATANABE)	1,101.15
P17-01358	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	1,080.00
P17-01360	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,425.92
P17-01362	RIVIERA RESORT & SPA	ASES	CONF	1,815.74
P17-01364	Digital Dolphin Supplies	WAREHOUSE	Stores Supplies	2,782.51
P17-01365	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,521.23
P17-01366	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	15,930.00
P17-01367	CDW G	HARRINGTON	COMPUTER EQUIP; ADMIN	2,179.24
P17-01369	Textbook Warehouse LLC Textboo k Warehouse	ERC	TextBk	1,555.18
P17-01371	Rifton Equipment	Special Ed	EQUIPMENT	3,326.67
P17-01373	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	1,302.35
P17-01375	Lego Education	ED SERVICES	MATL/SUPP (WHITE-FREMONT)	4,103.46
P17-01378	BSN Sports	DRIFFILL	MATL/SUPP-instructional	2,665.22
P17-01380	Best Buy	MARSHALL	EQUIP - Instruction	1,278.36
P17-01383	Salsbury Industries	FACILITIES	Equipment	2,140.56
P17-01389	COUNTY OF VENTURA OFFICE OF DI STRICT ATTORNEY	Pupil Srvs	SERV- THRIVE	8,231.20
P17-01395	Coastal Pipco	FACILITIES	Equipment	16,200.00
P17-01398	LittleBits Electronics	ED SERVICES	MATL/SUPP (HAYDOCK-BOND)	2,411.05
P17-01400	Tillman Learning LLC TrainUp.c om	HR	Conf/Travel	1,997.00
P17-01401	CSU Channel Islands	FRANK	Serv - Instructional	15,000.00
P17-01404	Calif Science Teachers Assn	ED SERVICES	Conference	1,435.00
P17-01405	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	5,000.00
P17-01407	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,343.68
P17-01408	S & S WORLDWIDE, INC	DRIFFILL	MATL/SUPP-instructional	1,420.95
P17-01409	Lakeshore Learning Materials-V	DRIFFILL	matl/supp-instructional	1,473.01
P17-01410	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,695.65
P17-01411	Assistance League School	Special Ed	SERV (XJ032012)	9,420.00
P17-01412	Assistance League School	Special Ed	SERV (JJ062612)	9,420.00
P17-01413	Assistance League School	Special Ed	SERV (ML062012)	9,420.00
P17-01414	Assistance League School	Special Ed	SERV (SP022712)	9,420.00
P17-01415	Assistance League School	Special Ed	SERV (JP121111)	9,420.00
P17-01416	Hyatt Regency Long Beach	FRANK	Conf - Instructiuonal	4,230.18
P17-01417	Costco Wholesale	SORIA	MATL/SUP (Instructional)	1,000.00
P17-01419	Innovative Learning Concepts	DRIFFILL	Equip-instructional	3,022.92
P17-01420	Hyatt Centric the Pike Long Be	FRANK	Conf - Instructional	1,836.20
P17-01421	Costco Wholesale	SORIA	MATL/SUP (Instructional)	2,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01422	Dagan Sales And Marketing Inc	DRIFFILL	matl/supp-instructional	1,515.72
P17-01424	Assistance League School	Special Ed	SERV (JT030212)	9,420.00
P17-01425	Assistance League School	Special Ed	SERV (MC010711)	9,600.00
P17-01426	Assistance League School	Special Ed	SERV (AL092711)	9,600.00
P17-01427	Assistance League School	Special Ed	SERV (CR080611)	9,600.00
P17-01428	Assistance League School	Special Ed	SERV (GH052311)	9,600.00
P17-01429	Assistance League School	Special Ed	SERV (MM110311)	9,600.00
P17-01433	Lakeshore Learning Materials-V	LEMONWOOD	MAT/SUPP (instructional)	4,500.00
P17-01434	Aswell Trophy And Engraving	SUPERINTENDEN	Mat & Sup	1,274.40
P17-01437	ACSA	RISK MGMT	Membership Dues	3,820.62
P17-01441	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBK	15,055.31
P17-01445	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBK	11,950.26
P17-01446	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBk	15,333.71
P17-01447	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBk	12,397.00
P17-01449	Sams Club 6455	KAMALA	Materials & Supplies-Instructional	1,000.00
P17-01452	Costco Wholesale	CNS	MATL/SUP	1,000.00
P17-01453	TRI-COUNTY OFFICE FURNITURE	FREMONT	EQUIPMENT-instruction	4,188.00
P17-01454	ADVANCED CLASSROOM TECHNOLOGIE S, INC	FREMONT	EQUIP- INSTRUCTION	1,367.28
P17-01455	BrightBytes, Inc	ED SERVICES	MSAP/SERV	7,000.00
P17-01456	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	MSAP/SERV	150,000.00
P17-01457	Focus On The Masters	FREMONT	T1/SERV	6,500.00
P17-01459	Dell Direct Sales Lp	KAMALA	EQUIP-INSTRUCTION	9,675.07
P17-01460	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,704.24
P17-01461	VENTURA COUNTY ARTS COUNCIL	SORIA	DONATION-PTA/SERV	15,840.00
P17-01462	NEW DAWN COUNSELING & CONS INC	Pupil Srvs	SERV	700,000.00
P17-01465	Southwest School & Office Sup	PURCHASING	STORES	1,004.40
P17-01466	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBk	1,151.80
P17-01473	Premier Agendas Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,090.71
P17-01475	Presentation Products Inc DBA Spinitar	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,200.00
P17-01477	Ventura Co Office Of Education	ED SERVICES	TRAVEL/CONF	9,801.00
P17-01478	TRAPEZE SOFTWARE GROUP INC ASS ETWORKS LLC	BUSINESS	SERV	46,500.00
P17-01480	Dell Direct Sales Lp	CNS	Equipment	1,674.58
P17-01482	Pearson	Special Ed	MATL/SUP	1,975.81
P17-01483	BSN Sports	WAREHOUSE	Stores Supplies	1,468.76
P17-01484	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,907.90
P17-01487	Palm Springs Courtyard By Marr	RAMONA	CONF - Instruction	2,415.88
P17-01491	Blick Art Materials	ED SERVICES	MATL/SUP (FRANK-CONANT)	1,309.13
P17-01492	Magnet Schools of America	ED SERVICES	MEMB (MSAP)	4,000.00
P17-01494	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPP (Admin)	5,400.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01495	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPP (instrcutional)	5,400.00
P17-01499	Staples Direct	Special Ed	MATL/SUP	1,420.03
P17-01505	Severin Interm Holdings LLC In foSnap LLC	ED SERVICES	SUB/LIC/APP (3 MIDDLE SCHOOLS)	5,950.00
P17-01507	Chef's Toys & Star Rest Equip	CNS	equipment	1,895.30
P17-01511	Walmart	NFL	Matls/Sup	1,000.00
P17-01514	Apple Computer Inc	RAMONA	EQUIP/MATL-SUP (LATINO FILM PROJECT)	6,328.80
P17-01515	B & H Foto & Electronics Corp	RAMONA	MATL/SUP (LATINO FILM INST PROJECT)	12,146.00
P17-01523	Gametime, Inc	FACILITIES	Equipment Parts	8,100.00
P17-01526	School Mate	LEMONWOOD	MAT/SUPP (instructional)	4,209.54
P17-01527	Tremco Incorporated	FACILITIES	Roofing Supplies	2,160.00
P17-01528	Imagestuff Com	MCAULIFFE	MATL/SUPL-Instructiona;	1,348.38
P17-01529	VenTerra Environmental Inc	FACILITIES	Service	3,213.00
P17-01531	GOBULK.COM	LEMONWOOD	MAT/SUPP (instructional)	1,911.06
P17-01536	Houghton Mifflin Harcourt	Special Ed	services	43,170.00
P17-01537	Brainpop Com Llc	MCKINNA	software/apps/licenses-INSTRUCTIONAL	3,067.20
P17-01539	Premier Agendas Inc	KAMALA	Materials & Supplies-Instructional	1,244.59
P17-01542	Virganth Haur Evolving Solutio ns, LLC	IT	RENTALS, LEASE, REPAIR (iPads)	1,295.00
P17-01543	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	EQUIP (ITS)	7,343.46
P17-01544	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENTALS, LEASE, REPAIR (iPads)	10,270.00
P17-01551	Key Data Systems	ED SERVICES	SERV	1,620.00
P17-01557	MOBILE MODULAR MGMT CORP	FACILITIES	Rent/Lease/Frank School	24,180.00
P17-01561	Hilton Anaheim	RAMONA	CONF - INSTRUCTION/ADMIN	1,063.56
P17-01563	Frontier California Inc	BUSINESS	CONST	4,583.21
P17-01570	School Innovations & Achieveme nt	Pupil Srvs	SERV-A2A	77,800.00
P17-01572	Pacific Distributors	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,500.00
P17-01577	A Z Bus Sales Inc	TRANSPORTATIOI	Equipment- VEHICLE/BUS	187,779.19
P17-01583	CDW G	IT	MATL/SUP (ITS 1:1)	18,900.00
P17-01584	CDW G	CHAVEZ	COMPUTER EQUIP OVER $500-INSTRUCTIONAL	1,717.95
P17-01593	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	1,174.52
P17-01595	Nasco Modesto	KAMALA	Materials & Supplies-Instructional	1,373.44
P17-01597	Nasco Modesto	KAMALA	Materials & Supplies-Instructional	2,114.86
P17-01601	Guitar Center	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,159.89
P17-01602	Premier Agendas Inc	HARRINGTON	MATS SUPPLIES/4300 INSTRUCTION	2,042.52
P17-01605	Cal Lutheran University - CRLP	HARRINGTON	TRAV/CONF INSTRUCTION	2,100.00
P17-01614	Blue Label Battery, Inc	WAREHOUSE	Stores Supplies	5,267.70
P17-01618	Keyboard Concepts, Inc	ED SERVICES	MATL/SUPP/ Equipment (HAYDOCK-ARYEETEY)	7,050.33
P17-01625	Dave Bang Associates Inc	KAMALA	EQUIP (OUTDOOR TABLES)	5,028.60
P17-01628	School Specialty Inc	Special Ed	MATL/SUP	1,143.63
P17-01630	Textbook Warehouse LLC Textboo k Warehouse	ERC	TextBk	2,193.17
P17-01631	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,946.82

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-01632	DELTA EDUCATION	ELM	Matl/Sup - Instructional	7,515.54
P17-01633	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBk	3,020.22
P17-01635	Perma Bound Books	MARSHALL	MATL/SUP - Instruction	2,058.91
P17-01647	Dell Direct Sales Lp	Pupil Srvs	MATL/SUP	1,162.85
		Total Number of POs	**338** **Total**	**5,975,674.66**

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	1	38,712.32
		Total Fiscal Year 2016	**38,712.32**
010	GENERAL FUND	294	3,699,574.98
120	CHILD DEVELOPMENT FUND	2	4,500.00
130	CAFETERIA FUND	23	1,763,264.66
213	BOND FUND MEASURE R 2012	10	56,919.31
251	DEVELOPER FEES	29	412,703.39
		Total Fiscal Year 2017	**5,936,962.34**
		Total	**5,975,674.66**

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 08/11/2016 - 09/20/2016 *

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P14-00662	565,580.44	010-6210	GENERAL FUND/ARCHITECT/ENGINEERING FEES	20,000.00
P14-01200	1,365,398.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERI	8,670.00
P16-00107	25,720.11	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,767.97
P16-00110	41,188.39	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	38,688.39
P16-02975	431,127.18	010-5899	GENERAL FUND/ATTORNEY FEES	81,127.18
P17-00162	5,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,880.00
P17-00471	23,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15,000.00
P17-00642	15,000.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P17-00729	5,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P17-00806	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,100.00
			Total PO Changes	**193,233.54**

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **October 5, 2016**

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 _____

LIABILITY CLAIM: VCBA07221A1 (Vaca/Magaña)

On or about November 13, 2015, the Oxnard School District received a verified claim form from claimant who was rear ended by a district vehicle on November 6, 2015. Subsequent to the vehicle accident, the claimant sustained a work-related injury and is actively treating.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of the Joint Powers Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York claim VCBA07221A1.

ADDITIONAL MATERIAL

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman** Date of Meeting: **10/5/16**

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

Approve: Out of State Conference – Minnesota (Freeman/De Genna)

The Board approval is requested for Dual Language Director, Dr. Ana DeGenna to attend the Sixth International Conference on Immersion and Dual Language Education: *Connecting Research and Practice Across Contexts* in Minnesota from October 19 through October 22, 2016. The conference includes sessions on using a biliteracy framework and the three premises for planning and implementing biliteracy, participants will experience biliteracy in action. Videos, photos, and samples will illustrate what Spanish (or another non-English language), the Bridge, and English look like in a biliteracy program. Other sessions will include the review of highly effective program models for launching students on the road to high levels of bilingualism and intercultural competence.

Conference Strands include:

Strand I: Immersion Pedagogy and Assessment

Strand II: Culture, Identity, and Community

Strand IV. Policy, Advocacy, and Communications

FISCAL IMPACT:

To be paid from Title 3 Funds - Not to exceed $3,000 for registration, airfare, ground travel, lodging and meals.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Dual Language that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL: Conference schedule/information.

CARLA CENTER FOR ADVANCED RESEARCH ON LANGUAGE ACQUISITION

Sixth International Conference on Immersion and Dual Language Education

Conference Schedule

Search Conference Program

Wednesday, October 19, 2016 – School Visits	
Morning	**School visits** *(pick ups begin at 7:15 a.m.; tours are 3.5-4 hours long)*
Thursday, October 20, 2016 – Preconference Workshops and Conference Opening	
8 am–6:00 pm	**Registration**
9:00–11:30 am	**Morning Pre-Conference Workshops**
1:30–4:00 pm	**Afternoon Pre-Conference Workshops**
5:00 pm	**Welcome and Opening Remarks** **Keynote:** ***Bilingualism in Education: Implications for Bilingual Education and Minority Language Students*** Ellen Bialystok
6:30 pm	**Reception, Cash Bar**
Friday, October 21, 2016 – Concurrent Sessions and Plenaries	
8:00 am	**Presentation of Awards** **Morning Plenary** ***Is there Really a Labor Market Advantage to Bilingualism in the US?*** Patricia C. Gándara
10:00 am	**Morning Sessions 1** **SwapShop Session I**
11:15 am	**Morning Sessions 2** **SwapShop Session II**
12:30 pm	**Lunch**
1:45 pm	**Afternoon Plenary** ***Indigenous Revitalization-Immersion and the Home-School-Community Connection—Research and Praxis Across Contexts*** Teresa L. McCarty
3:00 pm	**Afternoon Sessions 1**
4:15 pm	**Afternoon Sessions 2** **(4:00-5:30) Laptop Poster Sessions**
6:30–11:00 pm	**Dinner / Dance**
Saturday, October 22, 2016 – Concurrent Sessions and Plenaries	
8:00 am	**Morning Plenary** ***Beyond the Immersion Revolution: Meeting Ongoing Challenges*** Tina Hickey
10:00 am	**Morning Sessions 1**
11:15 am	**Morning Sessions 2**
12:30 pm	**Lunch**

1:45 pm	**Afternoon Sessions 1**
3:00 pm	**Afternoon Sessions 2**
4:15–5:30 pm	**Afternoon Plenary and Conference Closing** ***"All Politics Is Local"...and So Is Language Teaching*** Patsy Lightbown

Last Modified: September 16, 2016 at 17:17

Register Now!

Connecting Research and Practice Across Contexts

Sixth International Conference on Immersion and Dual Language Education

October 20–22, 2016
Hyatt Regency Hotel
Minneapolis, MN, USA

Immersion and dual language education continue to evolve as highly effective program models for launching students on the road to bi- and multilingualism and intercultural competence. This conference welcomes proposals on school-based immersion, bilingual, and dual language programs that involve a minimum of 50% subject-matter schooling through a second, world, heritage, or indigenous language at the preschool and elementary levels (preK–5/6). Secondary or post-secondary continuation programs for elementary immersion/dual language graduates include a minimum of two subject courses.

- ***One-way world/foreign language immersion***
- ***Two-way bilingual immersion***
- ***One-way developmental bilingual education***
- ***Indigenous/heritage immersion for language and culture revitalization***

While each model targets distinct sociocultural contexts and educational needs, all embrace language, literacy, and culture development through subject-matter learning with a high degree of language intensity. The sixth international conference on immersion and dual language education will bring these models together to engage in research-informed dialogue and professional exchange across languages, levels, learner audiences, and contexts.

Conference Speakers

- **Ellen Bialystok**, *York University, Toronto, Canada*
- **Patricia C. Gándara**, *University of California – Los Angeles, USA*
- **Tina M. Hickey**, *University College Dublin, Ireland*
- **Patsy Lightbown**, *Concordia University, Montreal, Canada*
- **Teresa L. McCarty**, *University of California – Los Angeles, USA*

More Information

- **For more information see the conference website:**
  www.carla.umn.edu/conferences/immersion2016/
- **Register now:**
  www.carla.umn.edu/conferences/immersion2016/registration.html

CARLA | Center for Advanced Research on Language Acquisition
UNIVERSITY OF MINNESOTA

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch Date of Meeting: October 5, 2016

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 _____

***Establish/Abolish/Increase/Reduce Hours of Position* (Koch)**

Establish

a five hour and forty-five minute, 183 day Paraeducator III, position number 7878, to be established in Special Education department. This position will be established to provide additional support.

FISCAL IMPACT

Cost for Para III-$27,141.00 Special Ed.

RECOMMENDATION

It is the recommendation to approve the establishment of position, as presented.

ADDITIONAL MATERIAL

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch Date of Meeting: October 5, 2016

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 _____

***Personnel Actions* (Vaca/Koch)**

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

FISCAL IMPACT

RECOMMENDATION

It is the recommendation to approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL

Attached: Classified Personnel Actions (page)
Certificated Personnel Actions

October 5, 2016

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Tracy Foster	Science Teacher, Science	September 19, 2016
Arnulfu Duran	Substitute Teacher	2016/2017 School Year
Jordan Hawkins	Substitute Teacher	2016/2017 School Year
Lawrence Howard	Substitute Teacher	2016/2017 School Year
Janellejovanni Manrique	Substitute Teacher	2016/2017 School Year
Liliana Martinez	Substitute Teacher	2016/2017 School Year
Amanda Padilla	Substitute Teacher	2016/2017 School Year
Cynthia Phillips	Substitute Teacher	2016/2017 School Year
Katherine Pichelli	Substitute Teacher	2016/2017 School Year
Rafael Plascencia	Substitute Teacher	2016/2017 School Year
Casey Rodriguez	Substitute Teacher	2016/2017 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year

Ingrid Davis	10/11/2016
Sondra Guerrero	10/11/2016
Lynne Haavaldser	10/11/2016
Jennifer Huynh	09/12/2016
Maria Kirk	10/11/2016
Keri Leitch	09/19/2016
Candice McHenry	09/12/2016

RESIGNATION

Jairo Arellano	Executive Director, English Learner Services	09/19/2016

CLASSIFIED PERSONNEL ACTIONS

New Hire

Cortez, Silvia	Child Nutrition Worker, Position #2054 Soria 5.0 hrs./185 days	09/12/2016
Daniels, Geraldine	Library Media Tech, Position #2199 Sierra Linda 5.0 hrs./190 days	09/01/2016
Gonzalez, Yolanda	Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days	09/26/2016
Hubb, Angela	Healthcare Technician, Position #7115 Special Education 7.0 hrs./183 days	09/30/2016
Lozano, Maria Alicia	Child Nutrition Worker, Position #2214 Fremont 5.0 hrs./185 days	09/12/2016
Lugotoff, Suzanne	Director, Child Nutrition Services, Position #108 Child Nutrition Services 8.0 hrs./246 days	09/19/2016
Nunez, Nicholas	Security/Maintenance Worker, Position #694 Facilities 8.0 hrs./246 days	09/08/2016
Paez, Laura	Paraeducator II (B), Position #966 Special Education 5.75 hrs./183 days	09/21/2016
Vergara, Brigitte	Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	09/13/2016

Limited Term

Alvarez Mora, Andrea	Clerical	09/19/2016
Ambriz, Noemi	Paraeducator	09/09/2016
Bradley, Arderick	Custodian	09/20/2016
Duchon, Jill M.	Child Nutrition Worker	09/21/2016
Everett, Steven	Custodian	08/29/2016
Frias Perez, Veronica	Child Nutrition Worker	08/23/2016
Gutierrez, Sheila M	Clerical	09/19/2016
Gutierrez, Stephanie	Paraeducator	09/09/2016
Haynes, Angela	Child Nutrition Worker	09/19/2016
Luna, Karen	Clerical	09/19/2016
McGee, Tyler	Paraeducator	09/13/2016
Menchaca, Anthony	Paraeducator	09/21/2016
Munoz, Arnulfo	Paraeducator	09/07/2016
Murao, Meghan	Clerical	08/25/2016
Salazar, Erika	Child Nutrition Worker	08/29/2016
Severiano Vico, Adalilia	Paraeducator	09/12/2016
Tapia Reyes, Nayeli	Clerical	08/11/2016
Thompson, Ranesha	Paraeducator	09/16/2016
Villegas, Luisa	Paraeducator	09/07/2016

Exempt

Coleman, Ashley	Campus Assistant	09/09/2016
Cruz, Mariana	Campus Assistant	09/15/2016
Franco, Roxana	Campus Assistant	09/13/2016
Gallegos, Roman	Campus Assistant	09/12/2016
Rubio, Elisabet	Campus Assistant	08/18/2016
Tejeda, Janet	Campus Assistant	09/13/2016
Temple, Alonzo	Campus Assistant	09/16/2016
Villasenor, Maribel	Campus Assistant	09/09/2016

Increase in Hours

Beltran, Daniel	Cover Bus Driver/Office Assistant, Position #580 Transportation 8.0 hrs./203 days Cover Bus Driver/Office Assistant, Position #580 Transportation 6.0 hrs./203 days	09/19/2016

Increase in Hours continued

Lopez, Irma	Paraeducator II, Position #2143 Special Education 5.75 hrs./183 days Paraeducator II, Position #2143 Special Education 5.5 hrs./183 days	09/08/2016
Vaca, Anthony	Paraeducator I, Position #7329 Curren 5.5 hrs./183 days Paraeducator I, Position #7329 Curren 4.0 hrs./183 days	09/09/2016

Transfer

Garcia, Maricarmen	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days Office Assistant II, Position #2185 Sierra Linda 7.0 hrs./203 days	08/01/2016
Ramirez, Rocio	Office Assistant II, Position #2215 Frank 6.0 hrs./192 days Office Assistant II, Position #1212 Fremont 6.0 hrs./203 days	10/03/2016
Rodriguez Gaytan, Edmundo	Child Nutrition Worker, Position #269 Lemonwood 5.0 hrs./185 days Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	09/19/2016

In Lieu of Layoff

Zarate, Connie	Office Assistant II, Position #2872, #26 Frank 2.5 hrs./192 days, Fremont 2.0 hrs./203 days Office Assistant II, Position #2130 Curren 4.0 hrs./203 days	09/13/2016

Layoff

Andaya, Sherylyn	Office Assistant II, Position #2872 Frank 2.5 hrs./192 days	09/12/2016 09/12/2016
Andaya, Sherylyn	Office Assistant II, Position #26 Fremont 2.0 hrs./203 days	

Unpaid Leave of Absence

Garcia, Maricarmen	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days	09/14/2016-08/1/2017
Resendiz, Monica	Child Nutrition Worker, Position #2160 Harrington 5.0 hrs./185 days	09/26/2016-10/17/2016
Sandoval, Janice	Child Nutrition Worker, Position #129 Brekke 5.5 hrs./185 days	09/02/2016-11/09/2016

Resignation

Fick, Shauna	Healthcare Technician, Position #7115 Special Education 7.0 hrs./183 days	08/14/2016
Harvey, Zachary	Site Technology Technician, Position #6803 Fremont 8.0 hrs./192 days	10/07/2016
Mello, Tiffany	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	10/05/2016
Rivera, Andrew	Paraeducator I, Position #7182 Marshall 1.0 hr./183 days	09/30/2016

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales Date of Meeting: October 5, 2016

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

Consider Adoption of Resolution #16-14 In Support of Proposition 55: The California Children's Education and Health Care Protection Act of 2016

Proposition 55 will be on the November election ballot and this measure would temporarily extend the income tax provisions of Proposition 30 for 12 years, with revenues split between K-14 education and health care. The sales tax provisions of Proposition 30 will not be extended. Extending these income tax provisions, which will otherwise sunset in 2018, could generate as much as $4 billion annually for K-12 education.

FISCAL IMPACT: None

RECOMMENDATION:
It is recommended that the Board of Trustees consider and adopt Resolution #16-14 In Support of Proposition 55: The California Children's Education and Health Care Protection Act of 2016.

ADDITIONAL MATERIAL:
- Resolution #16-14

OXNARD SCHOOL DISTRICT

Resolution #16-14

In Support of Proposition 55: The California Children's Education and Health Care Protection Act of 2016

WHEREAS, the Oxnard School District Board of Trustees is committed to making policy and financial decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

WHEREAS, during the recent recession, the state cut more than $56 billion from education, healthcare and other critical services; and public schools statewide experienced unprecedented funding reductions and apportionment deferrals; and

WHEREAS, California public schools rank 42nd out of the 50 states in per-pupil spending; California public schools are the most crowded in the nation; and California provides fewer guidance counselors and librarians per student than any other state in the nation; and

WHEREAS, many of California's school children come from low-income families that lack access to the health care services needed to keep those children in school and learning; and

WHEREAS, passage of Proposition 30 in 2012 helped increase state revenues, providing a significant boost to California's K-12 school spending and sending funds directly to school districts through the Education Protection Account; and

WHEREAS, the revenues from Proposition 30 will decline after 2016 and will disappear completely after 2018, the last year its provisions will be in effect; and

WHEREAS, Proposition 55, the California Children's Education and Health Care Protection Act of 2016 would extend the Proposition 30 temporary income tax rates for an additional 12 years, to continue funding the Education Protection Account and boost spending on health care for low income families; and

WHEREAS, unless Californians extend the Proposition 30 temporary tax increases, the state's schools most likely will receive relatively fewer dollars in the years ahead, raising the prospect that California's school spending will fall even further behind the nation; and

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the Oxnard School District joins the California School Boards Association and governing boards around the state in supporting the passage of Proposition 55, the California Children's Education and Health Care Protection Act for 2016 and in urging the Legislature to work with the public education community to identify stable, long-term, adequate funding solutions for public schools.

Adopted this 5th day of October, 2016.

President, Board of Trustees	Clerk, Board of Trustees
Member, Board of Trustees	Member, Board of Trustees

Member, Board of Trustees

Regular Board Meeting
August 24, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:02 p.m. on Wednesday, August 24, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees, Debra M. Cordes, Ernest "Mo" Morrison, Denis O'Leary and Albert Duff Sr. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Morgan Curry, 5th grader at Brekke Elementary School, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Sergio Grajeda, 5th grader at Brekke Elementary School read the District's Vision and Mission Statements in English and Spanish.

DISTRICT'S VISION & MISSION STATEMENTS

Dr. Jodi Nocero, Principal of Brekke Academy of Science & Inquiry introduced students Morgan Curry, Sergio Grajeda, and Rodney Adams who were the producers of the video presented to the Board and audience. Dr. Nocero shared several events and programs that are happening at Brekke, in particular the "Challenge – One Million Acts of Kindness" by the end of the school year.

PRESENTATION BY BREKKE SCHOOL

President Veronica Robles-Solis thanked the students and staff for participating in the board meeting. Dr. Morales thanked the students, parents, teachers and staff for being present at the board meeting.

A.4 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0, the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

A.5 Ms. Robin Freeman, Assistant Superintendent, Educational Services and Ms. Mary Curtis, Director of Curriculum, Instruction and Accountability, presented the draft English Learner Master Plan in detail. Following discussion, Ms. Freeman informed the Board the Plan would be brought forward for Board approval at a future meeting.

STUDY SESSION ENGLISH LEARNER MASTER PLAN

<u>ANNOUNCEMENTS PRIOR TO CLOSED SESSION August 24, 2016:</u>
After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

Secondly, READMIT OF EXPELLED STUDENT (Education Code 48916)

- Case No. 15-12 (Action Item)

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

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

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:

- 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.

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:22 p.m. until approximately 7:05 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board deliberated on student(s) matters in closed session and took the following action in open session:

REPORT ON CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; on the matter of Case #15-12 the Board of Trustees approved administrations recommendation.

(Motion #16-12)

President Robles-Solis also reported there was no reportable action in closed session.

A.10 Tabled to September 7, 2016 at request of Kristin Storey.

RECOGNITION OF MS. KRISTIN STOREY, AVID TEACHER ADVOCACY AWARD

A.11 Dr. Cesar Morales, District Superintendent introduced the following new administrators to the Board of Trustees:

INTRODUCTION OF NEW ADMINISTRATOR(S)

- Ms. Carmen Serrano, Principal at Sierra Linda School
- Mr. Eduardo Guerena, Assistant Principal at Haydock Middle School
- Ms. Allison Cordes, Assistant Principal at Lemonwood School
- Dr. Ana DeGenna, Director of Dual Language Programs
- Ms. Sandy Curwood, Director of Child Nutrition Services

A.12 Ms. Robin Freeman, Assistant Superintendent, Educational Services presented a report on the developed focus areas for improving reading achievement at all grade levels for 2016-2017 school year.

TESTING & LEARNING FOR READING ACHIEVEMENT

Dr. Morales provided an update on the busing incident that happened the first day of school.

Dr. Morales Announcement

B.1 Clerk Cordes read the Rules For Individual Presentations in English and Spanish.

RULES FOR PRESENTATIONS

PUBLIC COMMENT

- Ms. Batista, McKinna Teacher, Mr. Reyes, Curren Teacher, and Ms. Moser, Current Teacher provided information on the #oxnardK8 twitter account for teacher lead initiative;
- David Rodriguez, State President of LULAC, thanked the Board and Administration for the hard work they provide for the children of Oxnard, and requested parent contact them if they have concerns to find a solution;
- Priscilla Lee with The Ware Group provided information to the Board and administrators on their product;
- Maria Flores, Parent and DELAC representative for R.J. Frank Academy of Marine Science & Engineering, concerns with proposal to principal, event with the nine year old, not in support of Measure D;
- Edgar Zavala, Student at R.J. Frank Academy of Marine Science & Engineering, concerned with the elimination of honor classes;
- Lizbeth Palomo, Mother of the child that got lost the first day of school, submitted incident report;
- Violet Palomo, Grandmother of the child that got lost the first day of school, unsatisfied with the way the incident was handled;
- Claudia Mercado, representing the community of Oxnard, the Parents of DELAC and the Association The Children First, concerns with that the school year had not started with new programs for English Learners and concerns with administration;
- Salvador Palomo, Grandfather of the child that got lost the first day of school concerned with the way the incident was handled and requested respect;
- Marco Benitez, concerned with the way the situation was handled involving his niece;

The Board took a recess from 8:27 p.m. until 8:37 p.m.

(Recess)

- Amanda Rodriguez, Teacher and Mother of students in the District, thanked the Board and administration for the opportunities her sons have experienced with the Oxnard School District;
- Rafael Guillen, Parent concerned with the education of his son.

B.2 President Robles-Solis opened the public hearing to hear the presentation of the results of the Preliminary Environmental Assessment for the remainder of the Lemonwood Site.

PUBLIC HEARING TO PRESENT THE RESULTS OF A PRELIMINARY ENVIRONMENTAL ASSESSMENT FOR THE REMAINDER OF THE LEMONWOOD SITE

Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services introduced Mr. Ben Chevlen with ATC Group Services, who provided an overview of project. There being no comments President Robles-Solis closed the public hearing.

Following discussion, Ms. Lisa Cline reported the item would be brought to the Board for approval at a future meeting.

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA (Motion #16-13)

C.1 Approved the following agreements:

(Approval of

Enrichment: Agreements)

- #16-79 Ventura County Arts Council, to provide music lessons at Chavez School, August 25, 2016 to June 30, 2017; amount not to exceed $5,500.00, to be paid with School Site Funds – Non-Targeted;
- #16-81 with Carson Entertainment, to provide a magic show for students in the after school program, Friday, October 28, 2016; amount not to exceed $4,000.00, to be paid with ASES Grant Funds;
- #16-82 with Oxnard Performing Arts Convention Center (PACC), to provide facility for Magic Show with Carson Entertainment on Friday, October 28, 2016; amount not to exceed $1,762.25, to be paid with ASES Grant Funds;
- #16-84 with Achieve Now, to provide three (3) student assemblies at Chavez School regarding Science, August 25, 2016 through September 30, 2016; amount not to exceed $3,190.00, to be paid with School Site Funds – Targeted;
- #16-89 with Ventura County Arts Council, to provide music education classes at Curren School, August 25, 2016 to June 30, 2017; amount not to exceed $21,600.00, to be paid with School Site Funds – Non-Targeted;
- #16-100 with CSU Channel Islands, to provide STEM enrichment programs during the instructional day at Frank, Haydock, and Fremont Middle Schools for the 2016-2017 school year; amount not to exceed $118,590.61, to be paid with MSAP Grant Funds.

Special Education:

- #16-86 with Ventura County Office of Education/SELPA, for Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services for the 2016-2017 school year; amount not to exceed $228,480.00, to be paid with Special Education Funds;
- #16-87 with Ventura County Office of Education/SELPA for Social/Emotional Services Specialist (SESS) services for the 2016-2017 school year; amount not to exceed $249,600.00, to be paid with Special Education Funds.

Support Services:

- #16-83 with County of Ventura, Human Services Agency, to provide school-linked services at certain Healthy Start Family Resource Centers located on school sites within the Oxnard School District for the 2016-2017 school year; amount not to exceed $104,079.00, to be paid with MAA Funds.

Personnel:

- #16-92 with Ventura County Community College District, OSD will provide student teaching to college students in the Preschool Program; August 24, 2016 through June 30, 2017; at no cost to the District.

Legal:

- #16-93 with Garcia Hernandez Sawhney, LLP, to provide legal services; to be paid at hourly rate as utilized from the Unrestricted General Fund.

Facilities:

- #16-95 with Flewelling & Moody Inc., to provide architectural services for the remodeling of the front lobby area at the Educational Services Center; amount not to exceed $17,000.00, to be paid with Deferred Maintenance Funds;
- #16-96 with Flewelling & Moody Inc., to continue architectural and engineering services for the Chavez HVAC project to include Fire, Life Safety requirements for DSA and equipment modifications for the kitchen and multi-purpose room; new agreement fixed fee of $70,300.00 for HVAC, cafeteria/kitchen and buildings #200, #300 & #400, and $26,000.00, for the fire alarm system; total amount not to exceed $96,300.00, to be paid with Deferred Maintenance Funds;

- #16-97 with Flewelling & Moody Inc., to provide architectural and plumbing services for the Haydock Building #900 Sewer Re-Pipe & ADA Upgrade; amount not to exceed $23,450.00, to be paid with Deferred Maintenance Funds;
- #16-98 with Flewelling & Moody Inc., to provide architectural and engineering services for the Frank School Marquee; amount not to exceed $6,865.00, to be paid with MSAP Grant Funds;
- #16-99 with Flewelling & Moody Inc., to provide architectural and engineering services for the Haydock School Marquee; amount not to exceed $6,865.00, to be paid with MSAP Grant Funds.

C.2 Ratified the following agreements: (Ratification of Agreements)

Academic:

- Amendment #1 to Agreement #16-70 with Martha Tureen, to provide additional hours to assist in gathering, organizing, and submitting required documents for FPM Review; original amount was $4,000.00, amendment #1 is for $10,000.00, for a total cost of $14,000.00, to be paid with General Funds;
- #16-53 with Ventura County Children and Families First Commission (VCCFFC), to provide services for Oxnard Neighborhood for Learning (NfL), July 1, 2016 through June 30, 2019; amount not to exceed $1,467,855.00, contract amount received from VCCFFC to operate First 5/ Oxnard Neighborhood for Learning Program;
- #16-90 with Ventura County Office of Education, to provide data elements to CORE Districts, June 30, 2016 through June 20, 2020; amount not to exceed $15,821.77 per year for a four (4) year total of $63,287.08, to be paid with General Funds;
- #16-94 with Angeles Small, to provide translation services for the English Learner Master Plan 2016; amount not to exceed $3,900.00, to be paid with Title I Funds.

Enrichment:

- #16-101 Ventura County Office of Education will work with OSD to improve career and technical education services to the middle schools in the district through the California Department of Education Career Technical Education Incentive Grant and the California Career Pathways Trust Grant, July 1, 2016 through June 30, 2017.

Support Services:

- #16-80 with PDAP of Ventura County Inc., to provide an Addiction Treatment Counselor, as available, to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District, August 18, 2016 through June 16, 2017; amount not to exceed $30,000.00, to be paid with Title I Funds.
- #16-88 with Casa Pacifica, to provide transportation to and from school to school aged children K-8 defined as homeless or under foster care, July 1, 2016 through June 30, 2017; amount not to exceed $30,000.00, to be paid with Title I Funds;

Personnel:

- #16-91 with Action Preparedness Training, to provide CPR Training and First Aid training to coaches and Campus Assistants on August 3, 5, & 27, 2016; amount not to exceed $2,000.00, to be paid with General Funds.

C.3 Ratified Supplemental WAL #001-S for Master Agreement #13-122 with Earth Systems; lump sum fixed fee of $2,010.00, to be paid with Measure "R" Bond Funds.	(Ratification of Supplemental Work Authorization Letter #001-S for Geotechnical Services for Elm Elementary School Project)
C.4 Ratified Change Order #1 to Field Contract #FC-P16-05567 with Borchard Construction for the Sierra Linda School Concrete Replacement Project; amount not to exceed $1,500.00, to be paid with Deferred Maintenance Fund.	(Ratification of Change Order #1 to Field Contract #FC-16-05567)
C.5 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #14-21, Harrington School Reconstruction Project with Bernards Brothers Inc.	(Approval of Notice of Completion, Harrington School Reconstruction Project, Bid #14-21)
C.6 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #15-02, Roof Replacement Project 2016 – Rose Avenue with Falcon Roofing.	(Approval of Notice of Completion, Roof Replacement Project 2016 – Rose Avenue, Bid #15-02)
C.7 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #15-INF-01, Fremont Building 900 Tackable Wall Project with MG Custom Interiors Inc.	(Approval of Notice of Completion, Fremont Building 900 Tackable Wall Project, Bid #15-INF-01)
C.8 Accepted and adopt the July 2016 Semi-Annual Implementation Program Update.	(Approval and Adoption of the July 2016 Semi-Annual Implementation Program Update as an Adjustment to the Facilities Implementation Program)
C.9 Approved the destruction of records that have reached the end of their hard copy retention period, as listed	(Approval of Destruction of Records)
C.10 Declared the August 1, 2016 list of surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.	(Disposal of Surplus Personal Property)
C.11 Approved Purchase Order/Draft Payment Report #16-01, as submitted.	(Purchase Order/Draft Payment Report #16-01)
C.12 Enrollment Report for June 2016.	(Enrollment Report)
C.13 Approved the new job description for Peer Assistance Review (PAR) Consulting Teacher, as presented.	(Consideration of Approval of New Job Description: Peer Assistance Review (PAR) Consulting Teacher)
C.14 Approved the establishment, abolishment, reduction or increase in hours for classified positions: <u>Establish:</u> ▪ A three hour, 183 day Preschool Teacher, position number 7803, to be established in the Neighborhoods for Learning department. This position will be established to facilitate NfL PACT activities at Marina West school.	(Establish/Abolish/ Reduce/Increase Hours of Positions)

- A three hour, 183 day Preschool Teacher, position number 7802, to be established in the Neighborhoods for Learning department. This position will be established to facilitate NfL PACT activities at Harrington school.
- A three hour, 183 day Preschool Teacher, position number 7801, to be established in the Neighborhoods for Learning department. This position will be established to facilitate NfL PACT activities at Ramona school.
- A three hour, 183 day Preschool Teacher, position number 7796, to be established in the Neighborhoods for Learning department. This position will be established to facilitate NfL PACT activities.
- A four hour, 183 day Paraeducator I, position number 7788, to be established at Chavez school. This position will be established to provide additional support.

Abolish:

- An eight hour, 246 day Green Schools/Energy Conservation Manager, position number 5841, to be abolished in the Facilities department. This position will be abolished due to the lack of work.
- A four and a half hour, 185 day Child Nutrition Worker, position number 2139, to be abolished at Curren school. This position will be abolished due to the lack of funds.

Increase:

- A five hour, 183 day Paraeducator II, position number 2143, to be increased to five hours and forty-five minutes at Fremont. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator II, position number 2228, to be increased to five hours and forty-five minutes at Fremont. This position will be increased to provide additional support.

FISCAL IMPACT:
Cost for Preschool Teacher - $19,148.00 NfL
Cost for Preschool Teacher - $19,148.00 NfL
Cost for Preschool Teacher - $19,148.00 NfL
Cost for Preschool Teacher - $19,148.00 NfL
Cost for Paraeducator I - $17,557.00 Site Title 1
Savings for Green Schools/Energy Manager - $129,776.00 General fund
Savings for Child Nutrition Worker - $18,546.00 CNS
Cost for Paraeducator II - $3,446.00 Special Ed
Cost for Paraeducator II - $3,446.00 Special Ed

C.15 Personnel Action: (Personnel Actions)

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

Name	**Position**	**Effective Date**
NEW HIRES		
Juanita Abarca	Teacher, English Language Arts, Chavez	August 16, 2016
Jaclyn Ball	Teacher, Mathematics, Lemonwood	August 16, 2016
Joshua Beckham	Teacher, Physical Education, Fremont	August 16, 2016
Anabolena De Genna	Director of Dual Language Programs	August 4, 2016
Darcy Ellingson	Teacher, Grade 6, Kamala	August 16, 2016

Nancy Fernandez	Teacher, 2/3 TBE, Rose Avenue	August 16, 2016
Maureen Frank	Teacher, Science, Frank	August 16, 2016
Eduardo Guerena	Assistant Principal, Haydock	August 4, 2016
Chelsea Jones	Teacher, Visual Impairments, Frank	August 16, 2016
Jennifer Mercer	Teacher, English Language Arts, Chavez	August 16, 2016
Carmen Serrano	Principal, Sierra Linda	August 6, 2016
Diana Figueroa	Substitute Teacher	2016/2017 School Year
Elia Orosco	Substitute Teacher	2016/2017 School Year
Aurora Ortiz-Alcantar	Substitute Teacher	2016/2017 School Year
Harley Shine	Substitute Teacher	2016/2017 School Year
PROMOTION		
Allison Cordes	Assistant Principal, Lemonwood	August 4, 2016
RESIGNATION		
Yvette Stein	Assistant Principal, Fremont	August 19, 2016

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

Name	**Position**	**Effective Date**
New Hire		
Bond, Nevin	Security/Maintenance Worker, Position #694 Facilities 8.0 hrs./246 days	08/11/2016
Gonzalez, Maria Isabel	Bus Driver, Position #1088 Transportation 8.0 hrs./183 days	08/16/2016
Maciel, Debra	Bus Driver, Position #1117 Transportation 8.0 hrs./183 days	08/16/2016
Limited Term		
Arevalo, Estanilao	Paraeducator	07/25/2016
Caluya, Ruel B.	Paraeducator	08/16/2016
Castellanos Vizcaino, Ana Luisa	Paraeducator	07/25/2016
Jacobe, Stephanie	Paraeducator	08/16/2016
Tomasino, Idalia C	Paraeducator	08/16/2016
Torres, Andres	Paraeducator	08/16/2016
Trujillo, Nayeli	Paraeducator	08/16/2016
Promotional		
Grajeda, Steven	Grounds Maintenance Specialist, Position #1036 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #965 Facilities 8.0 hrs./246 days	08/01/2016

Reyes, Juan Carlos	Grounds Maintenance Specialist, Position #7592 Facilities 8.0 hrs./246 days Grounds Equipment Operator, Position #421 Facilities 8.0 hrs./246 days	08/02/2016
Delgado, Carlos	HVAC Technician, Position #2628 Facilities 8.0 hrs./246 days Plumber, Position #72 Facilities 8.0 hrs./246 days	08/12/2016
<u>Reinstatement</u>		
Ramirez, James	Maintenance Worker I, Position #5845 Facilities 8.0 hrs./246 days	08/21/2016
<u>Unpaid Leave of Absence</u>		
Robles, Liliana	Paraeducator III, Position #2908 Special Education 5.75 hrs./183 days	08/16/2016- 09/29/2016
<u>Resignation</u>		
Burkhart, Alma	Intermediate School Secretary (B), Position #1503 Fremont 8.0 hrs./192 days	08/04/2016
Espitia, Daniel	Custodian, Position #533 Chavez 8.0 hrs./246 days	08/19/2016
Hartman, Christina	Library Media Technician, Position #2526 Rose Ave. 8.0 hrs./192 days	08/03/2016
Kim, Joan	Site Technology Technician, Position #2503 Chavez 8.0 hrs./192 days	08/01/2016
Mendoza, Laura	Paraeducator II, Position #5465 Special Education 5.75 hrs./183 days	07/28/2016
<u>Retirement</u>		
Estrada, Arthur	Lead Custodian, Position #995 Chavez 8.0 hrs./246 days	06/22/1973- 10/04/2016

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

REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT
(Motion #16-14)

D.2 On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved the Preliminary Official Statement and Resolution #16-07 that will allow for the execution of the 2016 Refunding Bonds.

REVIEW AND APPROVAL OF THE PRELIMINARY OFFICIAL STATEMENT FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 AND RESOLUTION #16-07
(Motion #16-15)

D.3 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a 5-0 vote; the Board of Trustees nominated Trustee Veronica Robles-Solis, who accepted, as a nominee for CSBA Director-At-Large Asian/Pacific Islander and Hispanic.

CSBA – CALL FOR NOMINATION FOR DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC
(Motion #16-16)

D.4 On motion by Trustee O'Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees approved the form of the Land Use Convent (LUC) as attached and authorized the Superintendent to negotiate the final terms of LUC with the Department of Toxic Substances Control for Lemonwood Site. No identified fiscal impact at this time. The LUC will require that the District or any future owner of the property pay the DTSC's cost to administer the LUC.

APPROVAL OF FORM AND AUTHORIZE SUPERINTENDENT TO NEGOTIATE TERMS OF LAND USE COVENANT (LUC) WITH THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR THE LEMONWOOD SITE
(Motion #16-17)

E.1 On motion by Trustee Cordes, seconded by Trustee O'Leary, and carried on a roll call vote of 5-0, the Board of Trustees approved the minutes of regular board meetings, as submitted.

APPROVAL OF BOARD MINUTES
(Motion #16-18)

- May 18, 2016, regular board meeting
- August 3, 2016, regular board meeting

F.2 On motion by Trustee O'Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees reviewed the revised Board Policies, Administrative Regulations and Bylaws, listed below, for a second reading and adopted, as presented.

SECOND READING OF BOARD POLICIES, REGULATIONS AND BYLAWS
(Motion #16-19)

Revision BP and AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Vaca
Revision BP 2121	Administration SUPERINTENDENT'S CONTRACT	Vaca
Revision BP and AR 3515.2	Business and Noninstructional Operations DISRUPTIONS	Vaca
Revision BP 4030 New AR 4030	All Employees NONDISCRIMINATION IN EMPLOYMENT	Vaca
Delete AR 4031	All Employees COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT	Vaca
Revision AR 4032	All Employees REASONABLE ACCOMMODATION	Vaca
Revision AR 4112.6, 4212.6, 4312.6	All Employees EMPLOYEE FILES	Vaca
Revision AR 4112.23	Certificated Employees SPECIAL EDUCATION STAFF	Vaca

Revision BP and AR 4119.11, 4219.11, 4319.11	All Employees SEXUAL HARASSMENT	Vaca
Revision BP and AR 4154, 4254, 4354	All Personnel HEALTH AND WELFARE BENEFITS	Vaca
New AR 4161.1 and 4361.1	Certificated Personnel PERSONAL ILLNESS/INJURY LEAVE	Vaca
New AR 4161.2, 4261.2, 4361.2	All Personnel PERSONAL LEAVES	Vaca
Revision BP and AR 5141	Students HEALTH CARE AND EMERGENCIES	Vaca
Revision AR 6145.2	Instruction ATHLETIC COMPETITION	Vaca
New BP 6151	Instruction CLASS SIZE	Vaca

Dr. Cesar Morales: SUPERINTENDENT ANNOUNCEMENTS

- Welcomed the 17,000 plus students that started their first day of school for 2016-17; and over 1,000 in early childhood and a thriving After School Scholars program that serves 2,500 students.
- He reported he visited many campuses and experienced the excitement with the students, parents, teachers and staff. He acknowledged the dedicated teachers for having their room ready for the students, the facilities/maintenance departments for having the campuses ready for the first day of school. He thanked the office staff throughout the district for making the first day memorable.
- Reported two key district events: 1) September 24, 2016 at 8:00 a.m. until 3:00 p.m. the Strengthening Our Families Event at R.J. Frank Academy of Marine Science & Engineering; and 2) November 5, 2016 at 5:00 p.m. the Science Carnival at Marshall School in collaboration with California State University, Channel Islands.
- He thanked all of the teachers that invested their personal time this summer in attending Professional Development Trainings.
- Reported there would be a future presentation on the state testing results released.
- Stated during the beginning of the school year event he unveiled an emblem/ symbol which is OSD Pride in Our Heart; he stated the district prides itself with leading with the heart, teaching with the heart and interacting with the heart.

Mr. Albert Duff Sr.: TRUSTEE ANNOUNCEMENTS

- Welcomed all the employees, parents and students for a new school year. Stated he looked forward to the many positive experiences and challenges that will occur and make the district stronger. He stated the children are like mirrors they reflect our attitudes in life.

Mr. Denis O'Leary:

- Welcomed everyone to the new school year and stated it was interested to see that the students at the beginning of the meeting requested a good and fun teacher. He stated the district has many of those, everyone who works for the District is a teacher.
- Reported he visited Marina West and McAuliffe Schools before school started and spoke with teachers and staff preparing the school for the first day of school. He reported his first day of school begins tomorrow and he will be welcoming his students.

- Reported he and Dr. Vaca were invited to a meeting at the Mexican Consulate with many dignitaries. He also reported there was a ribbon cutting ceremony for a Plazes de Comunitarias Project in downtown and he was invited to celebrate the MICOP radio station.
- Requested for a future item: Plazas de Comunitarias for parents to assist with educating their children; he also requested a written copy of the report and if there was any further details on the case of the nine year old child.

Mr. Ernest Morrison:
- Welcomed everyone to the New Year and reported the Welcome Back event was successful and that the underlined theme was "relationships" which is what we have seen tonight. He suggested that administration review safety plans with new administrators and also suggested that students be told if they need help to go to the nearest school.
- Request that Dr. Morales inform the community that over 50% of OSD 8th graders graduating had Presidential honors.

Mrs. Debra M. Cordes:
- Welcomed everyone back and she appreciated all of the hard work that is done every day. She stated this was her first welcome back event which was exciting and she commented Dr. Morales for interacting with the students and everyone. She stated earlier when Brekke School shared the "act of kindness bucket" it was moving and everyone should pass it forward to build relationships.
- Mrs. Cordes apologized on behalf of the district for the incident regarding the nine year old and stated that everyone needs to take the challenges and learn from them and then move forward.
- She thanked administration for the presentation on the Master Plan earlier and stated there are a lot of positive things happening throughout the district and we need to celebrate them.
- She also welcomed the new administrator to the district family.

Mrs. Veronica Robles-Solis:
- Stated she is very excited that other districts are visiting our district because of the great things that are going on at the Oxnard School District. The first day of school was just as exciting to the parents as it is to the students and teachers.
- She also stated as a parent she understands that safety of the students' needs to be the first priority and no one wants to lose anyone, therefore we set boundaries and need to work together to support each other.
- Reported that listening to the teachers earlier in the meeting explain hashtag #oxnardk8 was very exciting indicating there is more support for the teachers to work and share information together.
- Reported that she, Dr. Morales and legal counsel had worked on streamlining the agenda to highlight what is happening in the district.

ADJOURNMENT

There being no further business, on motion by Trustee Duff, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 9:38 p.m.

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

By our signature below, given on this _____ day of _____, 20___, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of August 24, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

Special Board Meeting
August 31, 2016

The meeting was called to order at 5:05 p.m. by President Veronica Robles-Solis. CALL TO ORDER

District Superintendent Dr. Cesar Morales led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Debra M. Cordes, Ernest Morrison, Denis O'Leary, Albert Duff Sr., and President Veronica Robles-Solis. Also present was Dr. Morales, Superintendent and Nitasha Sawhney with GHS, LLP. ROLL CALL

On motion of Trustee Cordes, seconded by Trustee Morrison and carried on a 5-0 vote; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board during closed session public comment. PUBLIC COMMENT

ANNOUNCEMENTS PRIOR TO CLOSED SESSION August 31, 2016:
After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

Under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee Evaluation
  - District Superintendent

Trustees convened to closed session at 5:08 a.m. until approximately 7:28 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Robles-Solis reported the Board took no reportable action during closed session. REPORT ON CLOSED SESSION

There being no further business, on motion by Trustee Duff seconded by Trustee Cordes and carried on a roll call vote of 5-0, President Robles-Solis adjourned the meeting at 7:29 p.m. ADJOURNMENT

Respectfully submitted,

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

By our signatures below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of August 31, 2016; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

Regular Board Meeting
September 7, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, September 7, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees, Debra M. Cordes, Ernest "Mo" Morrison, and Albert Duff Sr. Trustee Denis O'Leary had not arrived. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Stephanie Gonzalez, 8th grader at Chavez School, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Stephanie Gonzalez, 8th grader at Chavez School read the District's Vision and Mission Statements in English and Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

Principal Brasilia Perez, introduced her team, Dr. Naomi Cortez and Mr. Derek Olson, Assistant Principals at Chavez Academy of Literature, Communication Arts, and Technology. They provided a brief presentation involving hands on learning, collaborative problem solving engaging; writing, literacy and technology focus.

PRESENTATION BY CHAVEZ SCHOOL

President Veronica Robles-Solis thanked the student and staff for participating in the board meeting. Dr. Morales thanked the student, parents, teachers and staff for being present at the board meeting.

A.5 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0, the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

A.6 Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services presented the Oxnard School District's Teacher Pathway Program which is a program to recruit and support OSD classified staff to become exemplary credentialed teachers in the Oxnard School District.

STUDY SESSION OXNARD SCHOOL DISTRICT TEACHER PATHWAY PROGRAM

<u>ANNOUNCEMENTS PRIOR TO CLOSED SESSION September 7, 2016:</u>
After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

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

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

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:

- 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.

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
- PUBLIC EMPLOYEE EVALUATION: District Superintendent

Trustees convened to closed session at 5:39 p.m. until approximately 6:50 p.m. to discuss items on the closed session agenda. — CLOSED SESSION

Trustee Denis O'Leary arrived at 6:50 p.m. — (Arrival of Trustee)

President Robles-Solis also reported the Board took the following Action during closed session: — REPORT ON CLOSED SESSION

- On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee O'Leary was not present in closed session; the Board of Trustees appointed Michel Haun to the position of Assistant Principal. — (Motion #16-20)

A.11 Dr. Morales introduced Ms. Robin Freeman, Assistant Superintendent, Educational Services who provided a brief summary on the recognition of AVID Teacher Advocacy Award which was presented to Ms. Kristin Storey, AVID Teacher at R.J. Frank Academy of Marine Science & Engineering. The Board of Trustees recognized Ms. Storey with a token of acknowledgment for her success in the AVID Program. — RECOGNITION OF MS. KRISTIN STOREY, AVID TEACHER ADVOCACY AWARD

B.1 Trustee Cordes read the Rules For Individual Presentations. — RULES FOR PRESENTATIONS

No one addressed the Board of Trustees during public comment. — PUBLIC COMMENT

The following items on the consent agenda were approved on motion by Trustee Duff, seconded by Trustee Morrison, and carried on a roll call vote of 5-0, as presented. — CONSENT AGENDA (Motion #16-21)

C.1 Approved the following agreements: — (Approval of Agreements)

Academic:

- #16-105 with BrightBytes Inc., to provide third party evaluation services regarding the effectiveness of the Oxnard School District Magnet Assistance Program; amount not to exceed $7,000.00, to be paid with MSAP Grant Funds;

- #16-107 with Buck Institute for Education, to provide training in Project Based Learning for Oxnard School District's three (3) middle school academies, September 8, 2016 through June 30, 2017; amount not to exceed $150,000.00, to be paid with MSAP Grant Funds.

Enrichment:

- #16-103 with Focus on the Masters, to provide classes to support arts integration at Fremont School; amount not to exceed $6,500.00, to be paid with Title I Funds;
- #16-104 with Focus on the Masters, to provide classes in the Opportunity Class to support art integration at Fremont School; amount not to exceed $500.00, to be paid with Title I Funds;
- #16-110 with Ventura County Arts Council, to provide music lessons at Soria School September 22, 2016 to April 24, 2017; amount not to exceed $15,840.00, to be paid with School Donation Fund.

Support Services:

- #16-102 with El Centrito, Oxnard School District will provide breakfast and lunches to students in their preschool program during the 2016-17 school year; El Centrito will reimburse the District for the cost of the meals provided;
- #16-106 with AssetWorks LLC, will conduct an onsite inspection on fixed asset inventory and verification services throughout the District; amount not to exceed $46,500.00, to be paid with General Funds;
- #16-108 with New Dawn Counseling & Consulting Inc., to provide mental health services to all students, September 8, 2016 through June 30, 2017; amount not to exceed $700,000.00, to be paid with Federal Counseling Grant Funds;
- #16-109 with New Dawn Counseling & Consulting Inc., to provide Oxnard School District students, families, and staff with information and education regarding Ventura County's Behavioral Health Prevention and Early Intervention (PEI) Triple P (Positive Parenting Program), September 8, 2016 to June 30, 2019; at no cost to the District;
- #16-111 with New Dawn Counseling & Consulting Inc., to provide licensed Marriage, Family Therapist Interns to provide mental health services as requested by parent/guardian to clients attending that particular school; at no cost to the District.

C.2 Authorized the Superintendent to accept the final Soil Management Plan for the Lemonwood Elementary School Site as approved by the DTSC.

(Authorize Superintendent to Accept A Soil Management Plan for the Lemonwood Elementary School Site as Approved by the DTSC)

C.3 Approved setting the date of October 5, 2016 for Public Hearing to determine sufficient textbooks or instructional materials.

(Approval of Notice to Conduct Public Hearing to Determine Sufficient Textbooks or Instructional Material for 2016-2017)

C.4 Approved the request to attend out of state conference, for Assistant Superintendent, Educational Services, Ms. Robin Freeman; MSAP Director, Ms. Debra West, three Middle School Principals, Dr. Liam Joyce, Mr. Greg Brisbine, and Dr. Edd Bond, Grant Evaluator Ms. Lynne Aoki, and Administrative

(Request for Approval of Out-Of-State Conference Attendance – Washington, DC)

Assistant, Ms. Virginia Whitt, to the Magnet Schools of America Technical Assistance and Training Conference in Washington, DC from October 9-11, 2016; amount not to exceed $15,000.00 for registration, airfare, ground travel, lodging and meals, to be paid with MSAP Grant Funds.

C.5 Accepted the salary reallocation for School Occupational Therapist from Range 32.0 to 34.5 on the Classified/CSEA Salary Schedule.

(School Occupational Therapist Salary Reallocation)

C.6 Approved the revision for Peer Assistance Review (PAR) Consulting Teacher, as presented.

(Consideration of Revision of Job Description: Peer Assistance Review (PAR) Consulting Teacher)

C.7 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Establish/Abolish/ Reduce/Increase Hours of Positions)

Establish:

- A five and a half hour, 183 day Paraeducator I, position number 7820, to be established at Lemonwood school. This position will be established to provide additional support.
- A five and a half hour, 183 day Paraeducator I, position number 7821, to be established at Lemonwood school. This position will be established to provide additional support.
- A four hour, 183 day Paraeducator I, position number 7810, to be established at Chavez school. This position will be established to provide additional support.

Increase:

- A two hour, 183 day Paraeducator I, position number 7190, to be increased to four hours at Ritchen school. This position will be increased to provide additional support.
- A four hour, 183 day Paraeducator I, position number 7329, to be increased to five and a half hours at Curren school. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator I, position number 7223, to be increased to five hours and forty-five minutes at Fremont school. This position will be increased to provide additional support.
- A six hour, 203 day Cover Bus Driver/Office Assistant, position number 580, to be increased to eight hours in the Transportation department. This position will be increased to provide additional clerical assistance in the office.

Reduce:

- An eight hour, 183 day Bus Driver, position number 1453, to be reduced to six hours in the Transportation department. This position will be reduced due to the lack of work. The position will be reduced in order to increase the Cover Bus Driver/Office Assistant position.

Abolish:

- A four and a half hour, 224 day Warehouse Worker/Delivery Driver, position number 863, to be abolished in the Warehouse. This position will be abolished due to the lack of work.

FISCAL IMPACT:
Cost for Para I-$24,856.00 Site Fund
Cost for Para I-$24,856.00 Site Fund

Cost for Para I-$17,557.00 Site Fund
Cost for Para I-$8,761.00 Site Fund
Cost for Para I-$6,769.00 Site Fund
Cost for Para I-$3,285.00 Site Fund
Cost for Cover Bus Driver-$12,012.00 General Fund
Savings for Bus Driver-$10,905.00 General Fund
Savings for Warehouse Worker-$25,954 Child Nutrition Services

C.15 Personnel Action: (Personnel Actions)

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

Name	**Position**	**Effective Date**
New Hires		
Jasmin Arceo	Teacher, 2 DLI, Elm	August 30, 2016
Natalie Arceo	Teacher, 1 SEI, Driffill	August 16, 2016
Kyle Beck	Teacher, Social Science, Kamala	August 16, 2016
Miriam Blanchard	Speech/Language Specialist, Pupil Services	August 16, 2016
Patricia Brooks	Teacher, Sp Ed DHH, Marshall	August 16, 2016
Allison Bujold	Teacher, 4 SEI, Soria	August 29, 2016
Adriana Camarillo Salazar	Teacher, Kindergarten DLI, Curren	August 16, 2016
Gabriela Dena Roman	School Psychologist, Pupil Services	August 4, 2016
Alyxandra Dudley	Elementary Support Teacher, Elm	August 19, 2016
Julia Faherty	Teacher, Mathematics, Soria	August 16, 2016
Amanda Garcia	Teacher, Sp Ed DHH, Marshall	September 6, 2016
Tricia Gravel	Teacher, Sp Ed DHH, Marshall	August 19, 2016
Amelia Gutierrez	Teacher, Special Ed M/M, Sierra Linda	August 16, 2016
Melissa Haupt	Teacher, 4/5 SEI, Kamala	August 16, 2016
Edwin Hernandez	Resource Specialist, Soria	August 16, 2016
Lizbeth Hernandez	Teacher, ELA, Haydock	August 16, 2016
Cheryl Johnson	Teacher, Art, Lemonwood/Kamala	August 15, 2016
Martha Magana	Teacher, 2 DLI, Kamala	August 17, 2016
Laura Mason	Teacher, 5 SEI, Kamala	August 16, 2016
Jessica Orozco	Teacher, ELA, Driffill	August 25, 2016
Louise Patterson	Teacher, Sp Ed 4/5 M/M, Sierra Linda	August 22, 2016
Michael Polda	Teacher, Science, Chavez	August 16, 2016
Richard Raddas	Teacher, 5 SEI, McKinna	August 23, 2016
Alisha Rosen	Teacher, Physical Education, Kamala	August 16, 2016
Nelly Rivera	School Psychologist, Ritchen	August 4, 2016
Carolyn Rodriguez	School Nurse, Pupil Services	August 26, 2016
Julian Roque	Teacher, Science, Chavez	August 16, 2016
Vanessa Santiago-Velez	Teacher, Sp Ed M/M TK-1, Marina West	August 16, 2016
Adam Sutherland	Teacher, Social Science, Haydock	August 16, 2016
Maria Stephens	Speech/Language Specialist, Marina West	September 12, 2016

Ricardo Torres Hernandez	Teacher, 3 Bil, Ramona	August 16, 2016
Angela Williams	Teacher, Science, Haydock	August 16, 2016
Armando De La Mora	Substitute Teacher	2016/2017 School Year
Maria Mendez	Substitute Teacher	2016/2017 School Year
Lisa Postas	Substitute Teacher	2016/2017 School Year
Rossio Zavala Perez	Substitute Teacher	2016/2017 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year

Gabriela Ambriz	Driffill School	August 29, 2016
Andrew Nourok	Soria School	September 1, 2016
Catherine Vidal	McKinna	August 29, 2016

September 7, 2016

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2016/2017

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/ approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

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

Name	**Subject**
Michael Hunt	Math/Frank
Cheryl Johnson	Art/Lemonwood, Kamala

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

Name	**Subject**
Suzanne Dempsey	Art/Haydock

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

Name	Position	Effective Date
New Hire		
Chaidez, Lorena M.	Paraeducator II (B), Position #679 Special Ed. 5.5 hrs./183 days	08/17/2016
Meraz, Deseri	Paraeducator II, Position #2889 Ed. Services 5.75 hrs./183 days	08/17/2016
Teske, Margaret	School Occupational Therapist, Position #2865 Special Ed. 8.0 hrs./203 days	08/16/2016
Randall, Nicholas	Maintenance Worker I, Position 5844 Facilities 8.0 hrs./246 days	08/29/2016
Salinas II, Marco A.	Bus Driver, Position #1453 Transportation 6.0 hrs./183 days	08/17/2016
Valencia, Alejandra G.	Outreach Specialist (B), Position #2688 Marshall 8.0 hrs./180 days	08/18/2016
Wiley, Karla	Library Media Technician, Position #2523 Ramona 5.0 hrs./190 days	08/09/2016
Zamora, Alma	Paraeducator I, Position #7788 Chavez 4.0 hrs./183 days	08/29/2016
Limited Term		
Cervantes Godinez, Rosa	Paraeducator	08/19/2016
Chaidez, Lorena	Paraeducator	08/16/2016
Corona, Martha	Clerical	08/18/2016
Galvan, Jose A.	Paraeducator	08/18/2016
Lopez, Olanda	Child Nutrition Worker	08/18/2016
Olson, Teresa	Paraeducator	08/18/2016
Salinas II, Marco	Bus Driver	08/16/2016
Exempt		
Colon, Matthew	Campus Assistant	08/18/2016
Herrera, Bobby	Campus Assistant	08/19/2016
Serratos-Hernandez, Eduardo	Campus Assistant	08/15/2016
Increase in Hours		
Aguilera, Martha	Paraeducator I (B), Position #7223 Fremont 5.75 hrs./183 days Paraeducator I (B), Position #7223 Fremont 5.75 hrs./183 days	08/29/2016
Transfer		
Bernal, Rosalina	Child Nutrition Worker, Position #2789 McAuliffe 5.0 hrs./185 days Child Nutrition Worker, Position #269 Lemonwood 5.0 hrs./185 days	08/15/2016

Mello, Tiffany	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days Secretary, Position #1357 Enrollment Center 8.0 hrs./246 days	09/06/2016
Zamarripa, Juan	Custodian, Position #2398 Soria 8.0 hrs./246 days Custodian, Position #6673 Elm 4.0 hrs./246 days	08/15/2016
<u>Return from Leave of Absence</u>		
Arellano, Mariselda	Preschool Assistant (B), Position #2658 Ed. Services 3.0 hrs./183 days	08/16/2016
Tanedo, Melinda	Paraeducator II, Position #2195 Special Ed. 5.75 hrs./183 days	08/16/2016
<u>Unpaid Leave of Absence</u>		
Banales, Lizbeth	Paraeducator II (B), Position #2750 Special Education 5.0 hrs./183 days	08/31/16-12/14/16 (Wednesdays only)
Sandoval, Janice	Child Nutrition Worker, Position #129 Brekke 5.5 hrs. 185 days	08/25/2016- 11/09/2016
<u>Resignation</u>		
Bond, Nevin	Security/Maintenance Worker, Position #694 Facilities 8.0 hrs./246 days	08/24/2016
Freeman, Alicia	Administrative Assistant (B), Position #5422 Human Resources 8.0 hrs./246 days	09/09/2016
Gravel, Tricia	Paraeducator Hearing Impaired, Position #2955 Special Ed. 5.75 hrs./183 days	08/18/2016
Hernandez, Lorena	Child Nutrition Worker, Position #2838 Frank 4.0 hrs./185 days	08/15/2016
Rivera, Patricia	IA CELDT, Position #2435 Ed. Services 5.5 hrs./183 days	08/16/2016
Sisemore, Theresa	Speech Language Pathology Assistant, Position #2843 Special Ed. 8.0 hrs./183 days	06/17/2016

D.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Debra West, Project Director, MSAP provided a brief summary of the request to official change the names at the three middle schools to reflect their specific academy focus. Dr. Liam Joyce, Principal at R.J. Frank Academy of Marine Science & Engineering, Mr. Greg Brisbine, Principal at Fremont Academy of Environmental Science & Innovative Design, and Dr. Edd Bond, Principal at Haydock Academy of Arts & Sciences presented their academies.

CONSIDER APPROVAL TO CHANGE MIDDLE SCHOOL ACADEMY NAMES

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees considered and approved the change in names of the three (3) middle schools, as presented.

(Motion #16-22)

D.2 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved Resolution #16-08 adopting the Preliminary Environmental Assessment (PEA) for the remainder of the Lemonwood Site.

APPROVAL OF RESOLUTION #16-08 ADOPTING THE PRELIMINARY ENVIRONMENTAL ASSESSMENT FOR THE REMAINDER OF THE LEMONWOOD SITE (Motion #16-23)

D.3 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the Variable Term Waiver for Speech/Language Pathologist Services Credential for Theresa Sisemore, as presented.

APPROVAL OF THE VARIABLE TERM WAIVER FOR SPEECH/ LANGUAGE PATHOLOGIST SERVICES CREDENTIAL FOR THERESA SISEMORE (Motion #16-24)

D.4 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees approved the Variable Term Waiver for bilingual authorization for Jasmin Arceo, as presented.

APPROVAL OF THE VARIABLE TERM WAIVER FOR BILINGUAL AUTHORIZATION FOR JASMIN ARCEO (Motion #16-25)

SUPERINTENDENT ANNOUNCEMENTS

Dr. Cesar Morales:

- Thanked Harbor Freight employees for partnering with the Cesar Chavez staff on the Garden Box Project. He also thanked Nancy Lindholm from the Chamber of Commerce for her support in the schools through the Education Task Force.
- Announced that: 1) September 9th at 7:30 a.m. Frank School would be hosting a September 11th Memorial; and 2) September 24, 2016 at 8:00 a.m. to 3:00 p.m. at Frank School would be the Strengthening Our Families Event.
- Reported that in collaboration with California State University Channel Islands will be coordinating a VIP Science Carnival Program for 60 OSD students to participate during the November Carnival.
- Thanked Dr. Jesus Vaca, Teri Gern and Jonathon Koch for initiating the Oxnard School District Teacher Pathway Program which will recruit and support classified staff to become exemplary credentialed teachers in the Oxnard School District.

TRUSTEE ANNOUNCEMENTS

Mr. Denis O'Leary:

- Announced that Saturday, September 17th is California Coastal Clean Up Day and this will be the first time he will not participate because he moving his son to college.

Mr. Ernest Morrison:

- Appreciated the work being done at the middle school academies and requested the information be shared to all staff.

Mrs. Debra M. Cordes:

- Reported earlier on the consent agenda the Board of Trustees approved $150,000.00 to provide training in Project Based Learning at the three middle school and she is requesting that all schools, all students be able to participate.
- Reported in 2001 she attended the AVID Training in San Diego because she was a learning director at that time and she is excited on how the program has progressed.
- Thanked Robin Freeman for the bringing together the committee to review the Master Plan.
- Reported she will miss the Frank Memorial on September 9th she was also at Frank School on September 11th, she will be at the Unity Conference.
- Remind everyone that elections are coming up and get to know your candidates to inform yourselves to make the best decisions for our city.

Mrs. Veronica Robles-Solis:

- Reported she is looking forward to attending Back To School Night events at all of the schools.

President Robles-Solis stated she would like to conclude each board meeting reading the District's Vision and Mission Statements. Trustee Morrison read them in English and Dr. Morales read them in Spanish.

ADJOURNMENT

There being no further business, on motion by Trustee Cordes, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 7:59 p.m.

Respectfully Submitted,

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

By our signature below, given on this _____ day of _____, 20___, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of September 7, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____

Member of the Board of Trustees

_____

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **October 5, 2016**

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

FIREARMS ON SCHOOL GROUNDS – BP 3515.7: New (Vaca)

The policy has been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached policy, as presented.

ADDITIONAL MATERIAL(S):
BP 3515.7 Firearms on School Grounds (two pages)

FIREARMS ON SCHOOL GROUNDS

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE
32281 Comprehensive safety plan
35160 Powers and duties of the board
35161 Powers and duties of the board; authority to delegate
38001.5 District security officers; requirements if carry firearm
PENAL CODE
626.9 Gun Free School Zone Act
830.32 District police department; district decision to authorize carrying of firearm
16150 Definition of ammunition
16520 Definition of firearm
26150-26225 Concealed weapons permit
30310 Prohibition against ammunition on school grounds
UNITED STATES CODE, TITLE 18
921 Definitions, firearms and ammunition
922 Firearms, unlawful acts
923 Firearm licensing

Legal Reference: (Continued)

UNITED STATES CODE, TITLE 20
7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:
WEB SITES
Office of the Attorney General: https://oag.ca.gov/firearms

Policy ***OXNARD SCHOOL DISTRICT***
adopted: October 5, 2016 *Oxnard, California*

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **October 5, 2016**

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

TEMPORARY/SUBSTITUTE PERSONNEL – BP 4121: New (Vaca)

The policy has been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached policy, as presented.

ADDITIONAL MATERIAL(S):
BP 4121 Temporary/Substitute Personnel (six pages)

TEMPORARY/SUBSTITUTE PERSONNEL

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

TEMPORARY/SUBSTITUTE PERSONNEL *(continued)*

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. *Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)*

2. *Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)*

(cf. 6175 - Migrant Education Program)
(cf. 6200 - Adult Education)

3. *Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)*

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

4. *Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)*

5. *Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)*

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

TEMPORARY/SUBSTITUTE PERSONNEL *(continued)*

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. *His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care*

2. *Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking*

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

TEMPORARY/SUBSTITUTE PERSONNEL *(continued)*

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

TEMPORARY/SUBSTITUTE PERSONNEL *(continued)*

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference:

EDUCATION CODE
22455.5 Provision of retirement plan information to potential members
22515 Irrevocable election to join retirement plan
37200 School calendar
44252.5 State basic skills assessment required for certificated personnel
44300 Emergency teaching or specialist permits
44830 Employment of certificated persons; requirements of proficiency in basic skills
44839.5 Employment of retirant
44845 Date of employment
44846 Criteria for reemployment preferences
44909 Employees providing services through categorically funded programs
44914 Substitute and probationary employment computation for classification as permanent employee
44915 Classification of probationary employees
44916 Time of classification; statement of employment status
44917 Classification of substitute employees
44918 Substitute or temporary employee deemed probationary employee; reemployment rights
44919 Classification of temporary employees
44920 Employment of certain temporary employees; classifications
44921 Employment of temporary employees; reemployment rights (unified and high school districts)
44953 Dismissal of substitute employees
44954 Release of temporary employees
44955 Layoff of permanent and probationary employees
44956 Rights of laid-off permanent employees to substitute positions
44957 Rights of laid-off probationary employees to substitute positions
44977 Salary schedule for substitute employees
45030 Substitutes
45041 Computation of salary
45042 Alternative method of computation for less than one school year
45043 Compensation for employment beginning in the second semester
56060-56063 Substitute teachers in special education
GOVERNMENT CODE
3540.1 Educational Employment Relations Act, definitions

Legal Reference continued: (see next page)

***TEMPORARY/SUBSTITUTE PERSONNEL** (continued)*

LABOR CODE
220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5
5502 Filing of notice of physical examination for employment of retired person
5503 Physical examination for employment of retired persons
5590 Temporary athletic team coach
80025-80025.5 Emergency substitute teaching permits
COURT DECISIONS
McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187
California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135
Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277
Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:
WEB SITES
CSBA: http://www.csba.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **October 5, 2016**

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

INDUSTRIAL ACCIDENT/ILLNESS LEAVE – AR 4161.11, 4261.11, and 4361.11: New (Vaca)

The regulations have been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached regulations, as presented.

ADDITIONAL MATERIAL(S):
AR 4161.11, 4261.11, and 4361.11 Industrial Accident/Illness Leave (three pages)

INDUSTRIAL ACCIDENT/ILLNESS LEAVE *4361.11*

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161/4261/4361 - Leaves)

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. *The leave shall start on the first day of absence.*

2. *During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.*

3. *The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.*

4. *When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.*

During any paid leave of absence, the employee shall retain any workers' compensation check received on account of an industrial accident or illness. The employee shall notify the Superintendent or designee that he/she has received such check. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less an amount equivalent to the face amount of the workers' compensation check and other appropriate deductions, including, but not limited to, employee retirement contributions. Employee benefits shall be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments. (Education Code 44044)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

***INDUSTRIAL ACCIDENT/ILLNESS LEAVE** (continued)*

(cf. 4116 - Probationary/Permanent Status)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4216 - Probationary/Permanent Status)

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

(cf. 4217.3 - Layoff/Rehire)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

***INDUSTRIAL ACCIDENT/ILLNESS LEAVE** (continued)*

Legal Reference:

EDUCATION CODE
44043 Temporary disability
44044 Temporary disability checks; waiver of endorsement to district
44977 Salary deductions during absence from duties
44978 Provisions for certificated employee sick leave
44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list
44983 Exception to sick leave
44984 Industrial accident and illness leave, certificated employees
45191 Personal illness and injury leave, classified employees
45192 Industrial accident and illness leave, classified employees
LABOR CODE
3200-6002 Workers' compensation

Management Resources:

WEB SITES
Department of Industrial Relations: http://www.dir.ca.gov

Policy ***OXNARD SCHOOL DISTRICT***
adopted: October 5, 2016 *Oxnard, California*

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **October 5, 2016**

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

PERSONAL ILLNESS/INJURY LEAVE – AR 4261.1: New (Vaca)

The regulation has been added to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached regulation, as presented.

ADDITIONAL MATERIAL(S):
AR 4261.1 Personal Illness/Injury Leave (six pages)

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay per fiscal year for personal illness or injury (sick leave). Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. *Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)*

2. *Pregnancy, childbirth, and recovery (Education Code 45193)*

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. *Personal necessity as specified in Education Code 45207*

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. *Medical or dental appointments, in increments of not less than one hour*

5. *Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)*

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. *Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)*

7. *Need of the employee or his/her family member, as defined in Labor Code 245.5, for diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 246.5)*

PERSONAL ILLNESS/INJURY LEAVE *(continued)*

8. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 246.5)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

PERSONAL ILLNESS/INJURY LEAVE *(continued)*

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or medical practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

PERSONAL ILLNESS/INJURY LEAVE *(continued)*

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. *His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care*

PERSONAL ILLNESS/INJURY LEAVE *(continued)*

2. *Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking*

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. *At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:*

    a. *That an employee is entitled to accrue, request, and use paid sick days*

    b. *The amount of sick days provided by Labor Code 245-249*

    c. *The terms of use of paid sick days*

    d. *That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her*

2. *Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request*

3. *Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available*

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

4. *Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years*

***PERSONAL ILLNESS/INJURY LEAVE** (continued)*

Legal Reference:

EDUCATION CODE
45103 Substitute employees
45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45202 Transfer of accumulated sick leave and other benefits
LABOR CODE
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 111 (1970)

Regulation ***OXNARD SCHOOL DISTRICT***
approved: October 5, 2016 *Oxnard, California*

OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS
JANUARY – DECEMBER 2016

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH 'A' STREET, STARTING AT 7:00 PM)

January	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.
NOTE: Changes are indicated in italics/bold.

Board Approved: 12-09-15

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