

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
Mrs. Janet C. Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Ms. Robin I. Freeman
Assistant Superintendent,
Educational Services

AGENDA #12
REGULAR BOARD MEETING
Wednesday, March 7, 2018
5:00 p.m.
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 – Charter Spectrum Channel 20 &
Frontier Communications - Channel 37

**Section A
PRELIMINARY**

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

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

ROLL CALL VOTE:

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

A.2 Pledge of Allegiance to the Flag

Ms. Sally Wennes, Principal at Lemonwood School of Communications Through Art and Technology, will introduce Camila Rosales, 5th grader in Mr. Randi Culver’s class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Arianna Rodriguez, 6th grader in Ms. Annette Warren’s and Ms. Irma Cahue’s class; and in Spanish by Camila Rosales, 5th grader in Mr. Randi Culver’s class.

A.4 Presentation by Lemonwood School of Communications through Art and Technology

Ms. Sally Wennes will provide a short presentation to the Board regarding Lemonwood School of Communications Through Art and Technology. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Study Session: Dual Language Immersion Program Report (Freeman/DeGenna)

The Board of Trustees will be provided an update on the academic achievement and professional development of the Oxnard School District’s Dual Language Programs.

A.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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
 - Conference with Legal Counsel – Existing Litigations:
 - Office of Administrative Services Case No.: 2016100073
 - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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)

- 2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 17-12 (Action Item)

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

- 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 Vaca

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. 17-12 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez ____, **Robles-Solis** ____, **O’Leary** ____, **Morrison** ____, **Cordes** ____

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.11 Recognition of Students – Honoring Oxnard School District’s Million Word Readers
(Freeman/Curtis)

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

A.12 Local Control Accountability Plan Update *(Freeman)*

The District LCAP Committee reviewed the actions and services for the 2017-18 school year. The Board of Trustees will receive a report that provides an update on these actions and services, and share suggestions for modifications and new actions and services for 2018-19.

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Agreements

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

Special Education:

- #17-268 with Neuropsychology Partners, to provide Independent Education Evaluator Services for the Special Education Services Department during the 2017-18 academic year to complete psychoeducational evaluations, amount not to exceed \$17,100.00, to be paid with Special Education funds; Freeman/
Sugden
- #17-270 with Jennifer K. Rickard, to provide classroom-based training for district Speech Language Pathologists (SLP’s) regarding the use of the Systematic Analysis of Language Transcripts (SALT) language sampling software during the 2017-18 academic year, amount not to exceed \$2,000.00, to be paid with Special Education funds. Freeman/
Sugden

C.2 Ratification of Agreements:

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

Facilities:

- Ratification of Field Contract #FC-P18-03637 with Paragon Systems for removal and installation of Promethean Boards, pursuant to the Uniform Public Construction Cost Accounting Act, amount not to exceed \$33,985.00, to be paid as follows: \$7,985.00 Bond Fund (Lemonwood) and \$26,000.00 General Fund. Penanhoat/
Mitchell

Personnel:

- #17-272 with California Lutheran University to establish an approved program of special training entitled the “School Counseling Credential Program,” to provide clinical experience through supervised school counseling to students enrolled in the Pupil Personnel Services (PPS) Program in School Counseling from September 13, 2017 through June 30, 2022. No fiscal impact. Vaca/
Bond

Support Services:

- #17-269 with WestEd to conduct the California Healthy Kids Survey for the Oxnard School District, as a requirement of the Tobacco Use Prevention Education Grant. No fiscal impact. Freeman/
Ridge
- #17-271 with Lumos Transforms LLC to provide a program for certifying selected counselors and outreach staff as Resilience Toolkit Facilitators that will augment existing trauma-informed interventions and enable a coordinated resilience-building program for teachers, students, and families throughout the District, amount not to exceed \$14,100.00, to be paid out of the General Fund. Freeman/
Ridge

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

Section C
CONSENT AGENDA

(continued)

C.3 Scheduling of Board Date to Conduct Public Hearing for the Final Environmental Impact Report Prepared for the Doris/Patterson Project and Make a Determination on the Environmental Document

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees set the date of March 21, 2018, for a public hearing during the regular meeting of the Board of Trustees, to receive public comment on the Final Environmental Impact Report (EIR) prepared for the Doris/Patterson Project and make a determination on the environmental document. No fiscal impact.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW, Inc.</p>
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C.4 Approval of Work Authorization Letter #13 to ATC Group Services LLC (ATC), to provide Environmental Support Services for Lemonwood Elementary School

<p>It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #13 for Master Agreement #13-135 with ATC Group Services LLC, amount not to exceed \$8,370.00, to be paid with Master Construct and Implementation funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW, Inc.</p>
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C.5 Approval of Letter of Intent to Award Agreement #17-273 with Crown Castle Fiber/Sunesys per RFP #17-03, Wide Area Network Digital Transmission Services E-Rate 2018-19

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer, that the Board of Trustees approve the attached Letter of Intent to Award Agreement #17-273 to Crown Castle Fiber/Sunesys, per RFP #17-03 for Wide Area Network Digital Transmission Services E-Rate 2018-19, for the total annual cost of \$183,600.00, and a 3 year total cost of \$550,800.00; to be paid \$165,240.00 E Rate and \$18,360.00 General funds, per year.</p>	<p>Dept/School Penanhoat/ Mitchell</p>
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C.6 Approval of Letter of Intent to Award Agreement #17-274 with Frontier Business per RFP #17-03, Internet Access Services/Internet Service Provider E-Rate 2018-19

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer, that the Board of Trustees approve the attached Letter of Intent to award Agreement #17-274 to Frontier Business, per RFP #17-03 for Internet Access Services/Internet Service Provider E-Rate 2018-19, for the total annual cost of \$23,051.40, and a 5 year total cost of \$115,257.00; to be paid \$20,746.26 E-Rate and \$2,305.14 General funds, per year.</p>	<p>Dept/School Penanhoat/ Mitchell</p>
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C.7 Approval of Field Contract #FC-P18-03681 – David Atkin Construction Inc.

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Project Director, MSAP, that the Board of Trustees approve Field Contract #FC-P18-03681 in the amount of \$7,040.00 with David Atkin Construction Inc., to be paid with MSAP funds.</p>	<p>Dept/School Penanhoat/ West</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA

(continued)

C.8 Purchase Order/Draft Payment Report #17-06

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-06 as submitted.	Dept/School Penanhoat/ Franz
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C.9 Request for Approval of Out of State Conference Attendance

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve out of state conference attendance as outlined, amount not to exceed approximately \$3,535 for registration, travel and lodging, to be paid from the Child Nutrition Services Fund, object code 5200.	Dept/School Penanhoat
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C.10 Request for Approval of Out of State Conference Attendance

It is the recommendation of the Assistant Superintendent Educational Services and the Director of MSAP that the Board of Trustees approve the out-of-state conference attendance as outlined above, amount not to exceed \$2,000.00 for registration, airfare, ground travel, lodging and meals for the director to be paid from MSAP funds.	Dept/School Freeman/ West
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C.11 Establish/Abolish/Increase/Reduce Hours of Position

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the establishment, abolishment, increase, and reduction of positions, as presented.	Dept/School Vaca
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C.12 Personnel Actions

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the Personnel Actions, as presented.	Dept/School Vaca
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Board Bylaws, BB 9323 – Meeting Conduct**

**Section D
ACTION ITEMS**

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

D.1 Request for Approval of Resolution #17-26 Identifying District Representatives to the state Allocation Board (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #17-26 as outlined and authorize its filing with the SAB.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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ROLL CALL VOTE:

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

D.2 Request for Approval of Resolution #17-27 Providing for Living Wage (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #17-27 as outlined.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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ROLL CALL VOTE:

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

D.3 Consideration and Approval of Resolution #17-28 of the Board of Trustees of the Oxnard School District Approving the Final Architectural Drawings for the Seabridge Construction Project of the Master Construct and Implementation Program and Ratifying the District to Submit the Drawings to the Division of the State Architect and the California Department of Education for Administrative Review (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Architectural Drawings for the Seabridge Construction Project and further ratify that the plans be submitted to the Division of the State Architect and the California Department of Education for approval.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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ROLL CALL VOTE:

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

D.4 Cal200 Settlement Agreement (Freeman)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees accept the report of the Oxnard School District’s compliance with the Cal200 settlement.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F

BOARD POLICIES

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

No Board policies will be approved at this meeting.

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

**Section G
CONCLUSION**

G.1 Superintendent’s Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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



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.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 3/7/18

- 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 _____

Dual Language Immersion Program Report (Freeman/DeGenna)

The Board of Trustees will provided an update on the academic achievement and professional development of the Oxnard School District’s Dual Language Programs.

Educational research evidence indicates that bilingual programs promote literacy in English, as well as in the primary language for all students(August and Shanahan, 2006; CDE 2010a; Genesee, Lindholm-Leary, Saunders and Christian 2006; Goldenberg 2008). In recognition of the value of a biliterate citizenry and the need to prepare students to be college and career ready in the global world of the 21st Century, the Oxnard Elementary School District offers Dual Language Programs at seven of its schools. In Dual Language Programs, students are taught literacy and academic content in English and a partner language. The goals of Dual Language Programs are for students to develop high levels of language proficiency and literacy in both program languages, to demonstrate high levels of academic achievement, and to develop an appreciation for and an understanding of diverse cultures.

FISCAL IMPACT: N/A

RECOMMENDATION: It is recommendation of the Director of Dual Language Programs and the Assistant Superintendent, Educational Services that the Board of Trustees receive the study session report as outlined above.

ADDITIONAL MATERIAL: Power Point

Dual Language Programs

Oxnard School District

Dr. Ana DeGenna

March 7, 2018



Objectives:

- Review OSD Dual Language Programs
- Analyze Data for Dual Language Programs
- Examine Professional Learning Opportunities for Dual Language Educators
- Identify Goals for 2018-2019





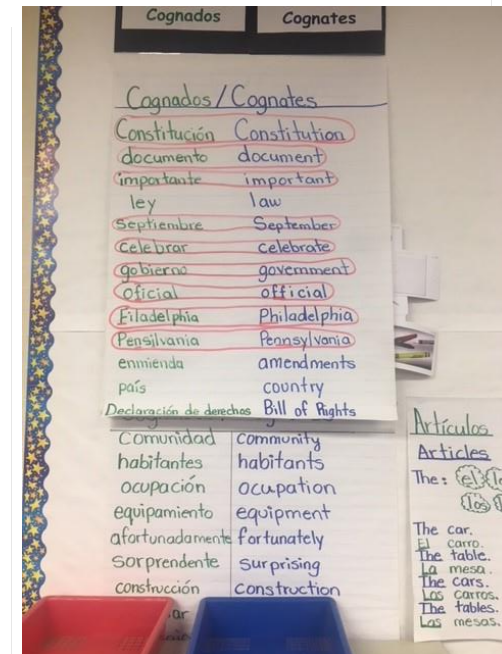
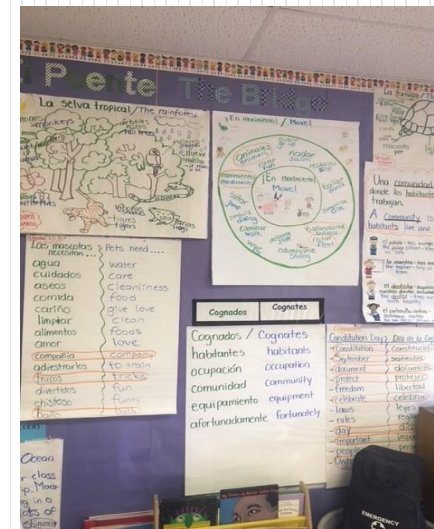
The What.....

- 2016-2018 at a glance....
- Redefined our programs

Kindergarten 80/20	First Grade 80/20	Second Grade 70/30	Third Grade 60/40	Fourth Grade 50/50	Fifth Grade 50/50	Sixth Grade 40/60	Seventh Grade 40/60	Eighth Grade 20/80
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA	SLA	SLA	SLA	SLA	SLA	Spanish Lit.	Spanish Lit & Comp	Spanish Elective
Math	Math	Math	Science	Science	Science	Social Studies	Social Studies	
Social Studies	Social Studies	Social Studies	Social Studies	Social Studies	Math Corner			
Science	Science		Math Corner	Math Corner				
(minutes=214)	(minutes=228)	(minutes=200)	(minutes=171)	(minutes=145)	(minutes=145)	(2 periods)	(2 periods)	(1 period)
PE -10 minutes	PE -20 minutes	PE -20 minutes	PE -20 minutes	PE -20 minutes	PE -20 minutes	PE=1 period	PE=1 period	PE= 1 period
English	English	English	English	English	English	English	English	English
ELD/ELA	ELD /ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA
Math Corner	Math Corner	Science	Math	Math	Math	Math	Math	Math
		Math Corner			Social Studies	Science	Science	Social Studies
(minutes=53)	(minutes=57)	(minutes=85)	(minutes=114)	(minutes=145)	(minutes=145)	(3 periods)	(3 periods)	Science (4 periods)



Kindergarten 50/50	First Grade 50/50	Second Grade 50/50	Third Grade 50/50	Fourth Grade 50/50	Fifth Grade 50/50	Sixth Grade 40/60	Seventh Grade 40/60	Eighth Grade 40/60
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	Spanish Lit.	Spanish Lit. & Comp.	Spanish Elective
Social Studies	Science	Social Studies	Science	Social Studies	Science	Social Studies	Social Studies	
Math Corner	Math Corner	Math Corner	Math Corner	Math Corner	Math Corner			
(minutes= 133.5)	(minutes=142.5)	(minutes=142.5)	(minutes=142.5)	(minutes=145)	(minutes=145)	(2 periods)	(2 periods)	(1 period)
PE = 10 minutes	PE = 20 minutes	PE = 20 minutes	PE = 20 minutes	PE = 20 minutes	PE = 20 minutes	PE=1 period	PE=1 period	PE=1 period
English	English	English	English	English	English	English	English	English
ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA
Math	Math	Math	Math	Math	Math	Math	Math	Math
Science	Social Studies	Science	Social Studies	Science	Social Studies	Science	Science	Science
(minutes= 133.5)	(minutes=142.5)	(minutes=142.5)	(minutes=142.5)	(minutes=145)	(minutes=145)	(3 periods)	(3 periods)	Social Studies (4 periods)



The What.....

Leadership Professional Learning

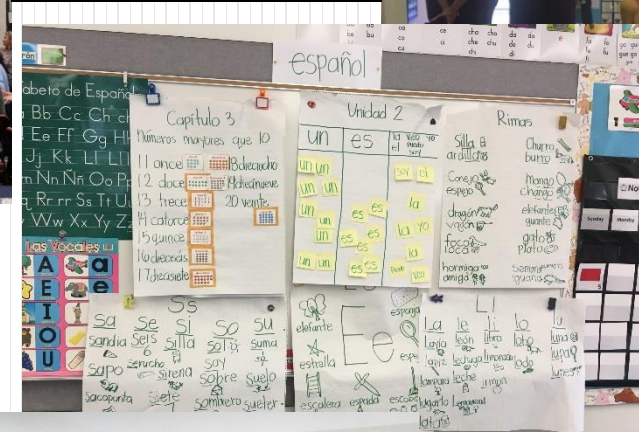
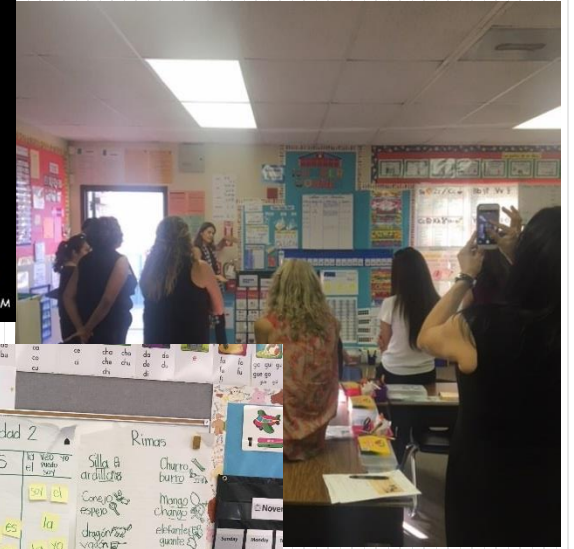
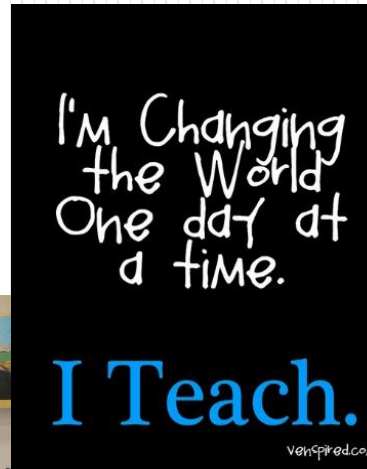
- Leadership Training
 - Teaching for Biliteracy
 - School Visits
 - Develop understanding of teaching for biliteracy
 - Partnership with *Teaching for Biliteracy Institute*
 - Develop “Look-Fors”
 - DLI Principal Meetings
 - Examine Research
 - Build Leadership Capacity
 - Develop Curriculum and Assessment Plan



The What...

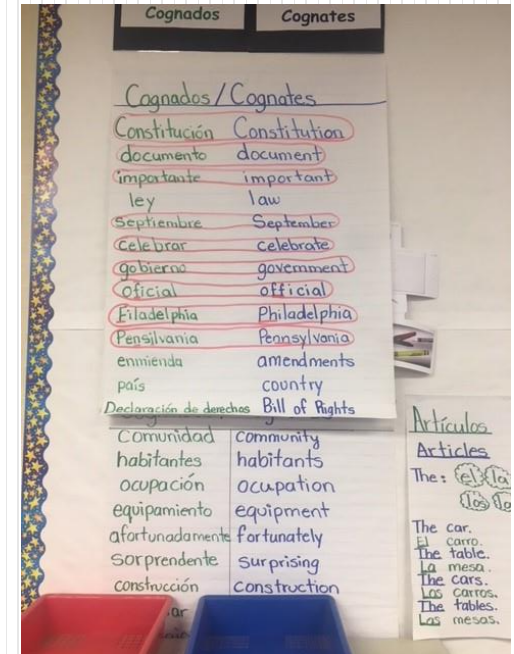
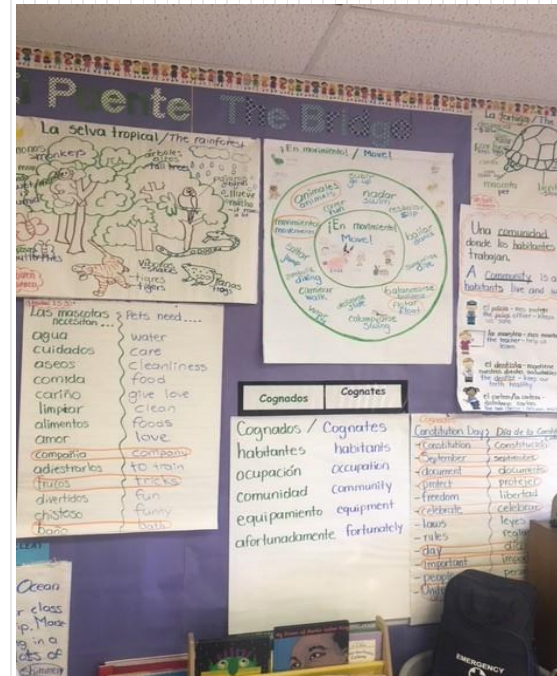
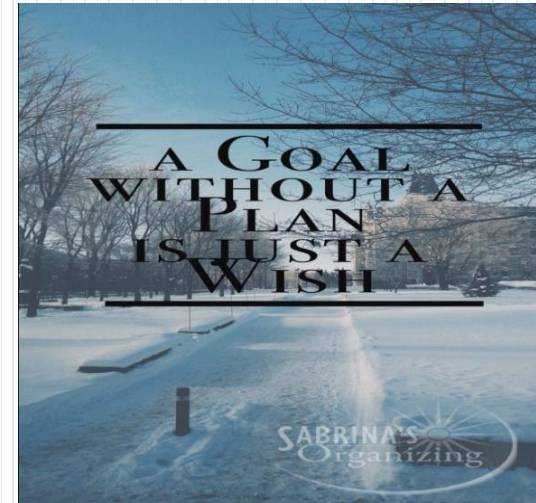
Teacher Professional Learning

- Teaching for Biliteracy
 - Summer Institute
 - 4 days, 100 staff members
 - Lesson Study
 - February, March, April
 - OSD Dual Language Network
 - Teacher network for collaboration and best practices
 - 3 times a year by grade level
 - Spanish Professional Development
 - Fall/Winter
 - Learning how Spanish works – 4 day institute
 - 75 participants
 - Winter/Spring
 - Common Core in Spanish
 - Develop metalinguistic practices



Goals...

- Develop Oracy
- Language Separation by Color and Space
- The Bridge
 - Transfer
 - Metalinguistic Analysis



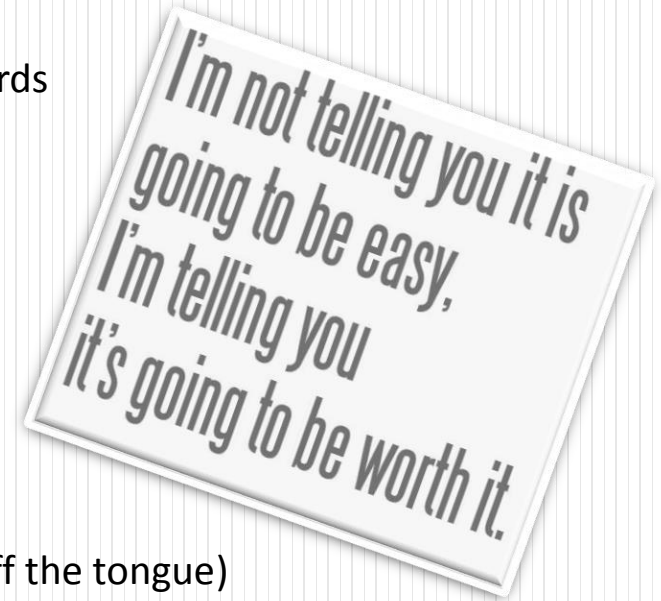
Criteria for Oracy Development in the Classroom (non-negotiables)

Grades K-2

- Focus on the use of the Standards; language and vocabulary needs to come from the standards
- Supports embedded during instruction. Supports include:
 - Sensory
 - Graphic
 - Interactive
- The daily use of strategies that model and build academic language
- Help students connect the language they have to the academic language being taught.
- Strategic pairing of students
 - Pairs practice orally before whole group share and/or writing
- Provide students MANY opportunities to practice using academic language (in the ear, roll off the tongue)

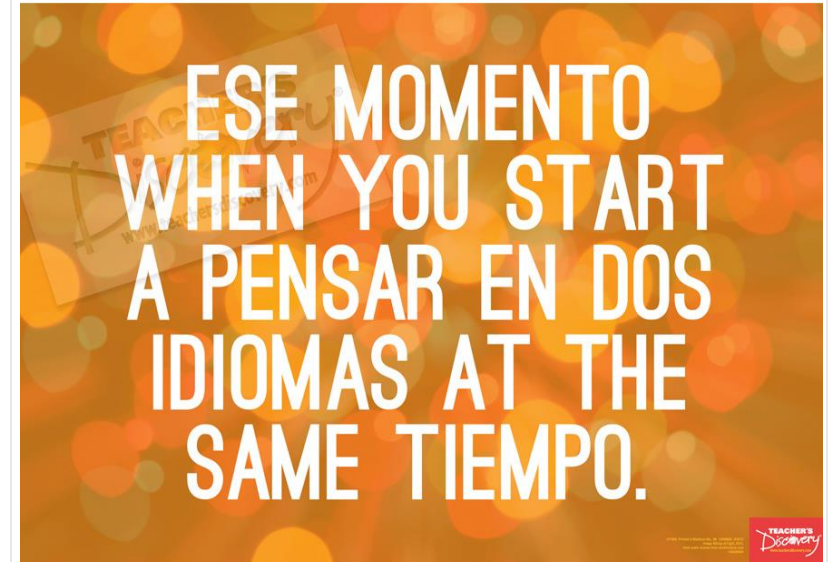
Grades 3-8

- Provide students MANY opportunities to practice using academic language
- Utilize Adapted Readers Theatre (p. 81)
- Implement Talmudic Style Reading often
- Strategic pairing of students
 - Pairs practice orally before whole group share and/or writing



Implementation

- District Biliteracy TOSAs
 - Model lessons
 - Support instruction
 - Assist new teachers
 - Lead OSD teacher network
- Purchase of Authentic Spanish Libraries for all classes
- Number Corner PD
- 8th Grade AP Spanish Materials
- Language Arts Curriculum Guides K-6
- Spanish Novels Grades 6-7

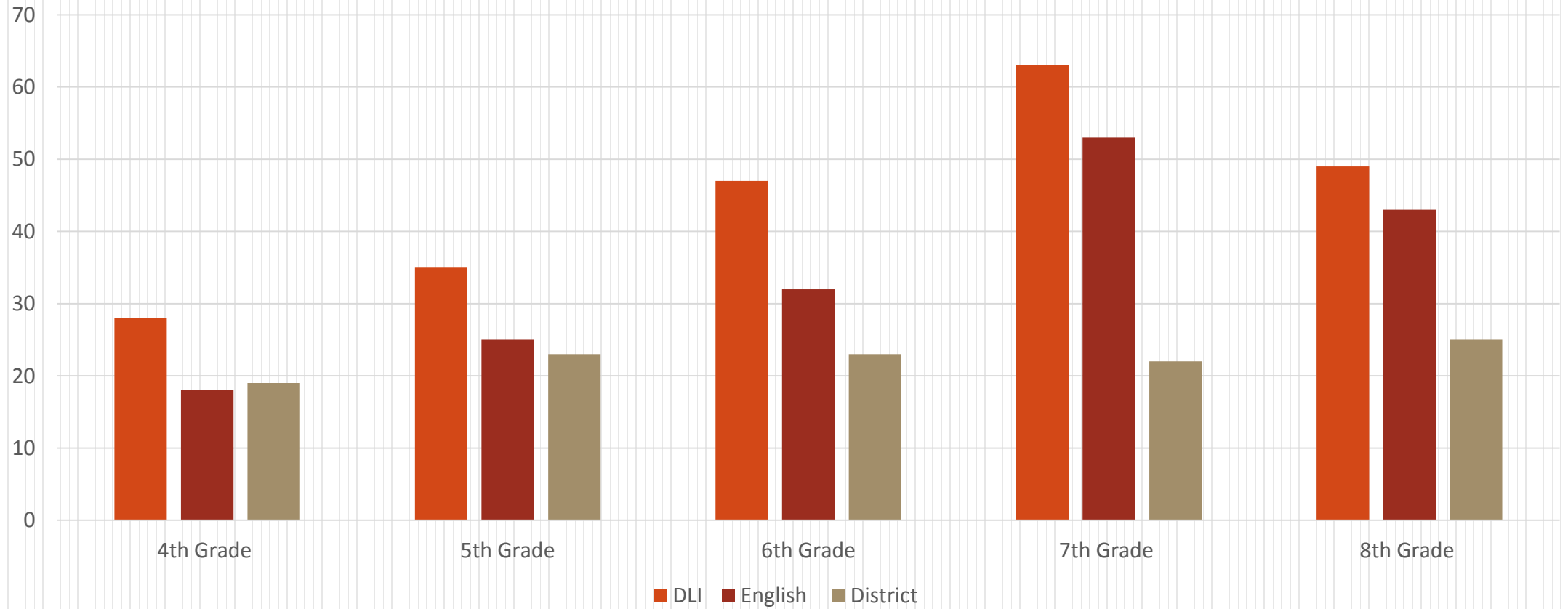


So What.....



Smarter Balanced Data : Summative View for 2016-2017

ELA SBAC Spring 2017

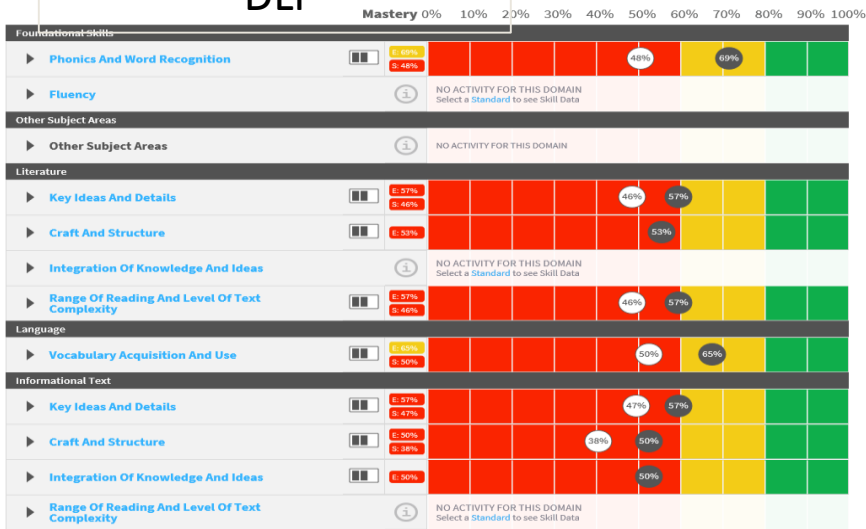


Chavez Grade 3

STAR Reading Enterprise Assessment (English): 288

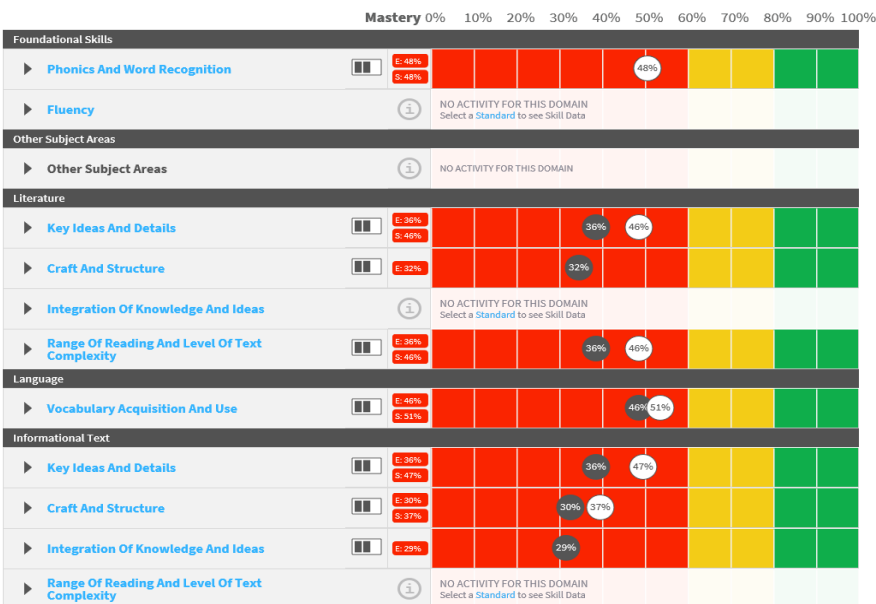
STAR Reading Enterprise Assessment (Spanish): 165

DLI



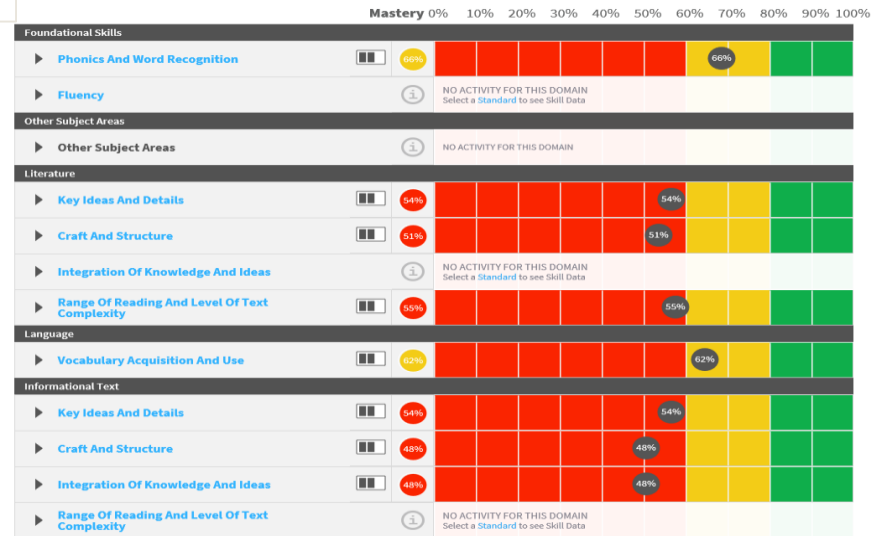
STAR Reading Enterprise Assessment (English): 165

STAR Reading Enterprise Assessment (Spanish): 295

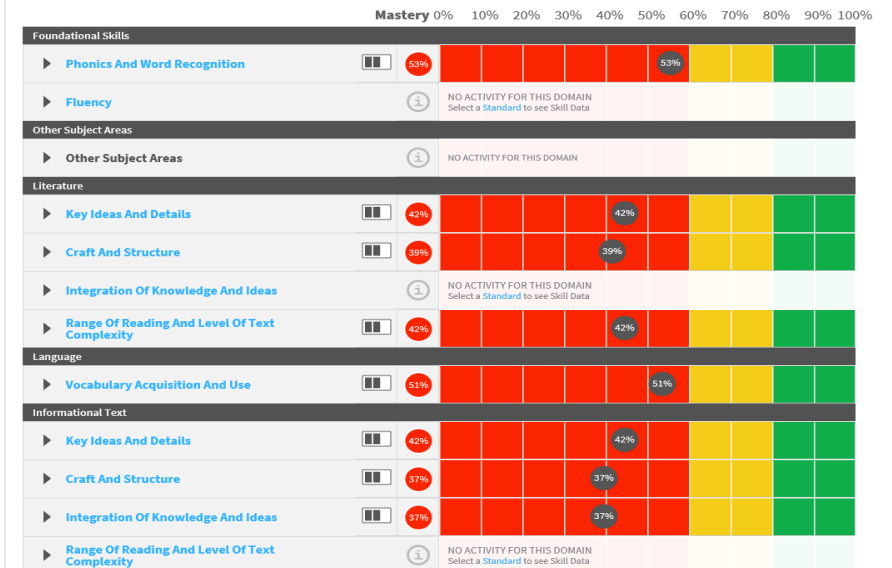


EO

STAR Reading Enterprise Assessment (English): 277



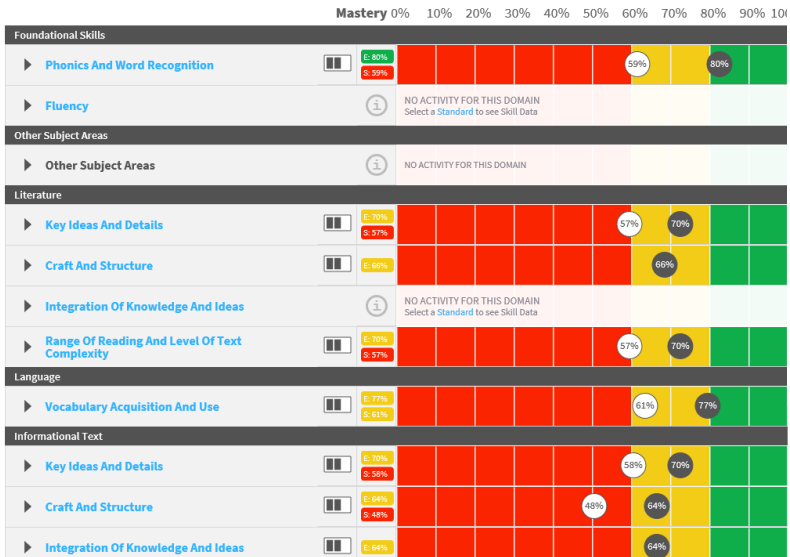
STAR Reading Enterprise Assessment (English): 202



Driffill 3rd Grade

STAR Reading Enterprise Assessment (English): 336

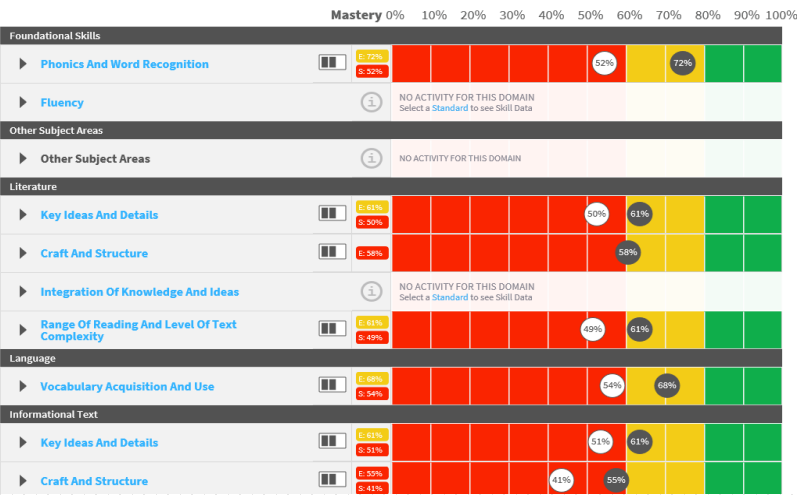
STAR Reading Enterprise Assessment (Spanish): 325



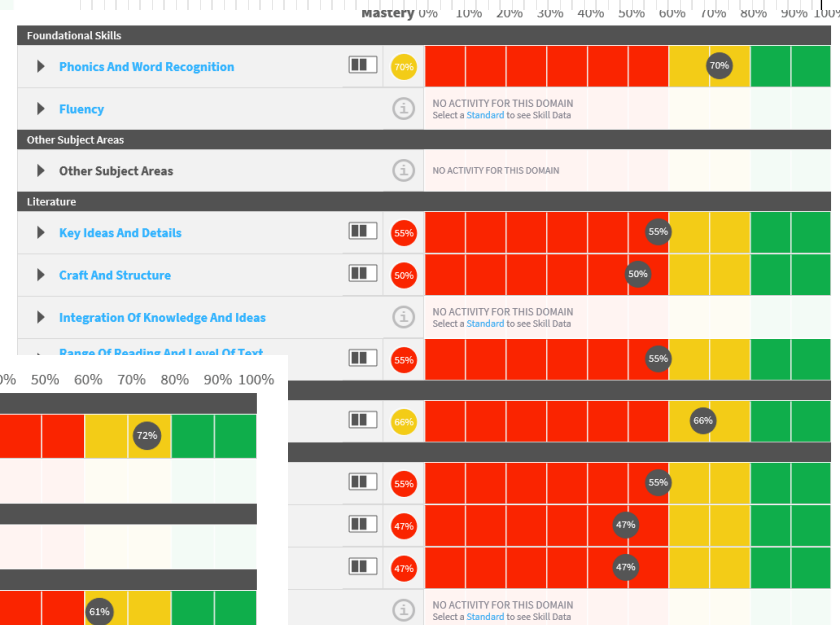
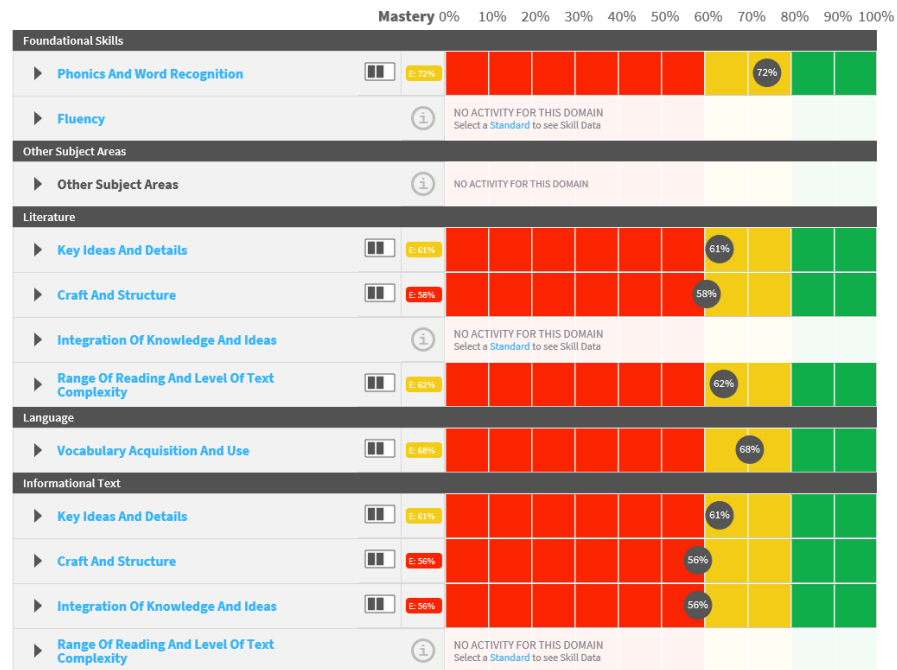
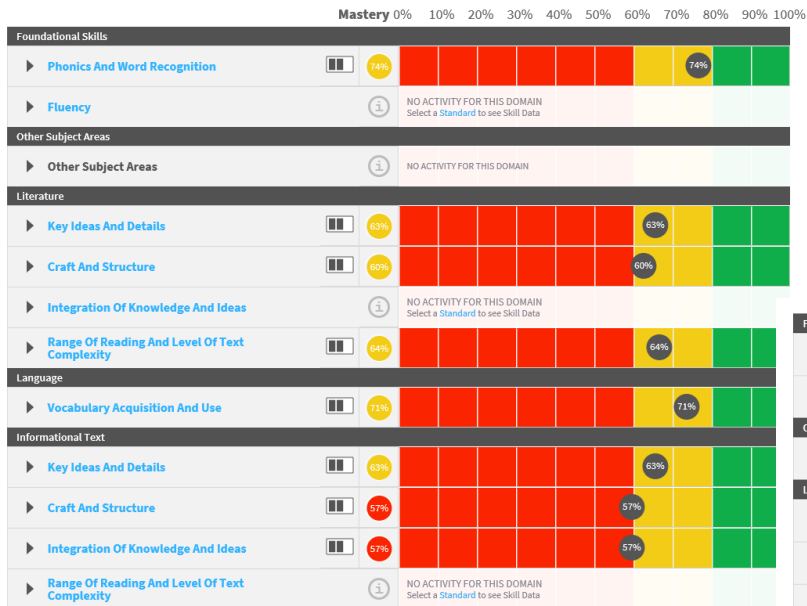
Domain Mastery Percentage for Grade 3 ✓*

STAR Reading Enterprise Assessment (English): 297

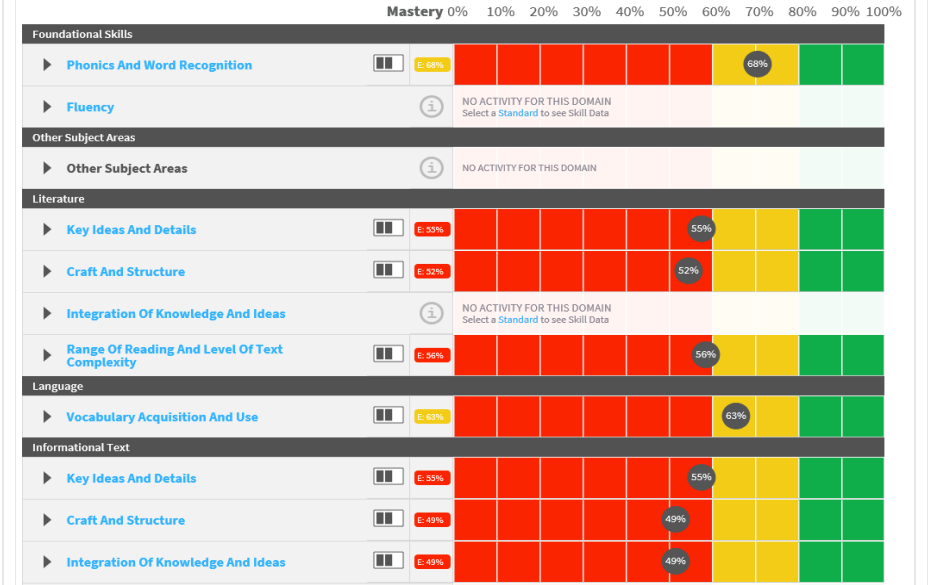
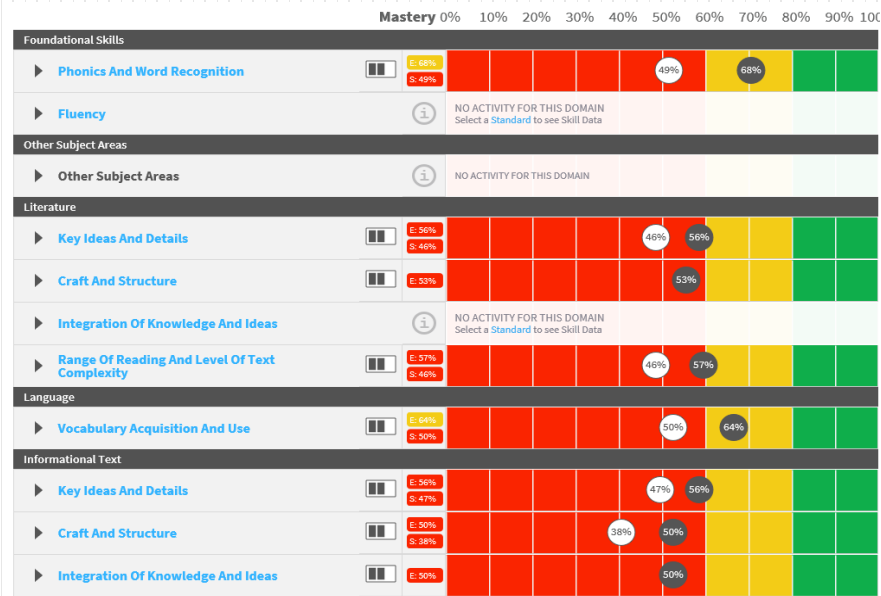
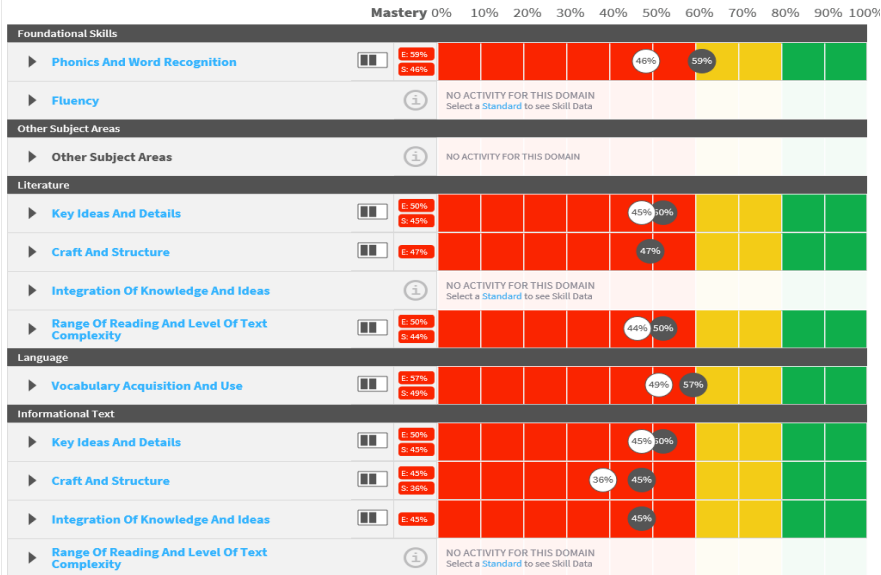
STAR Reading Enterprise Assessment (Spanish): 310



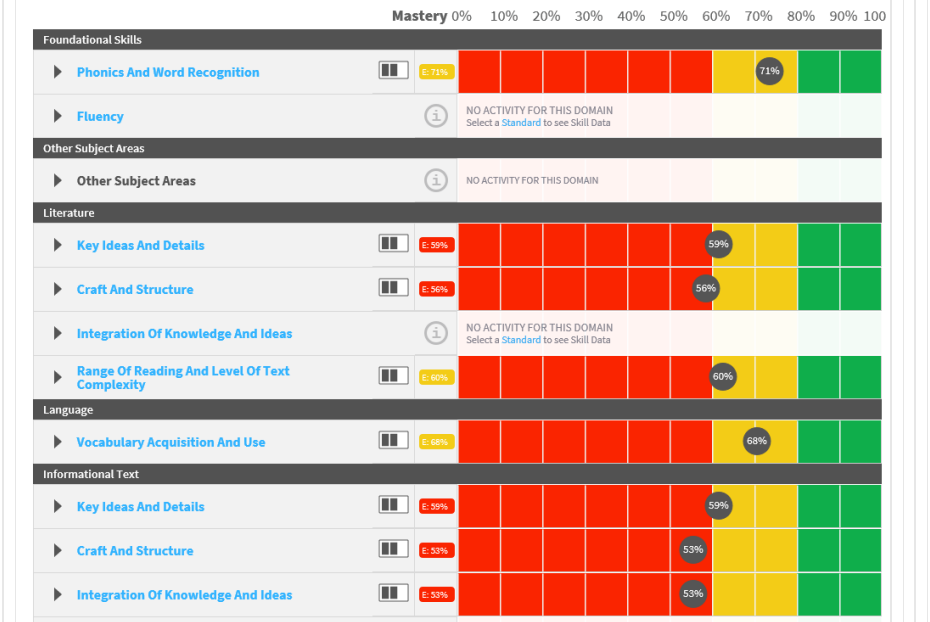
STAR Reading Enterprise Assessment (English): 296



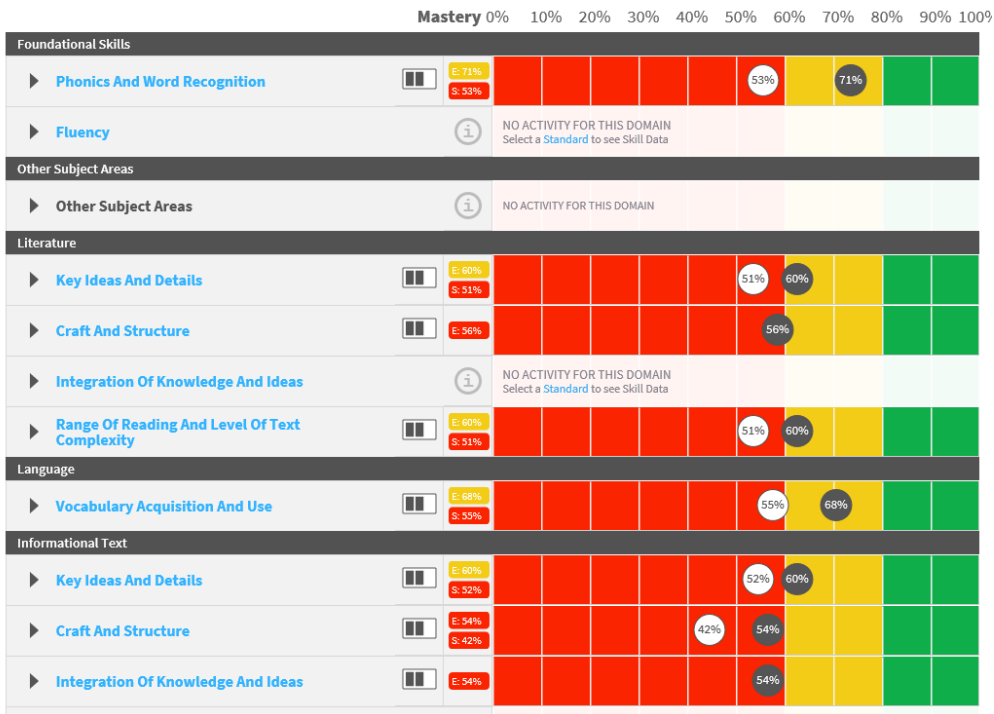
Kamala – 3rd Grade



STAR Early Literacy Enterprise Assessment (Spanish); 669



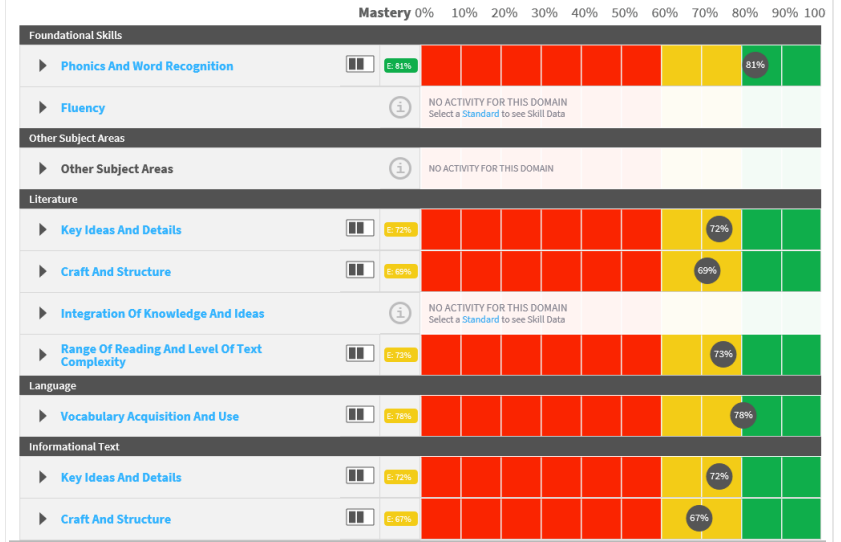
Lemonwood 3rd Grade



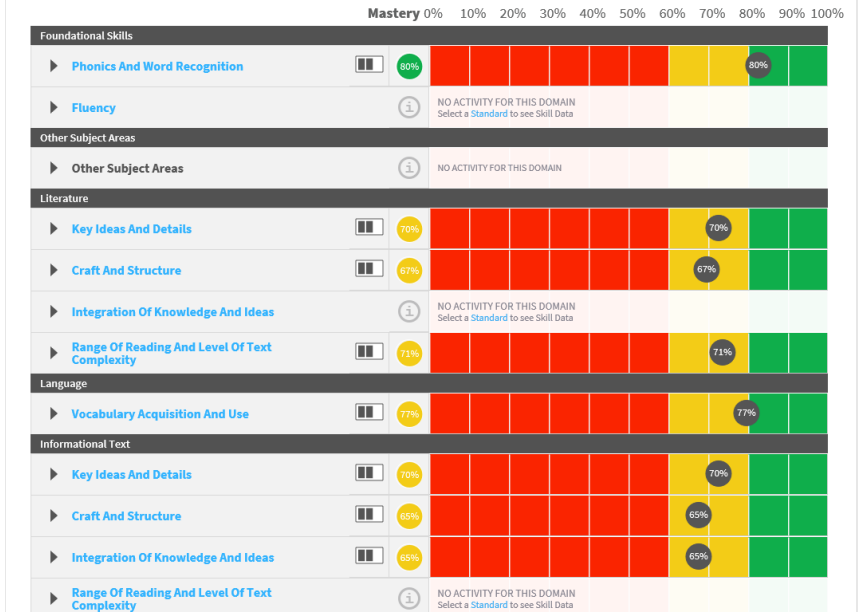
Domain Mastery Percentage for Grade 3

STAR Reading Enterprise Assessment (English): 370

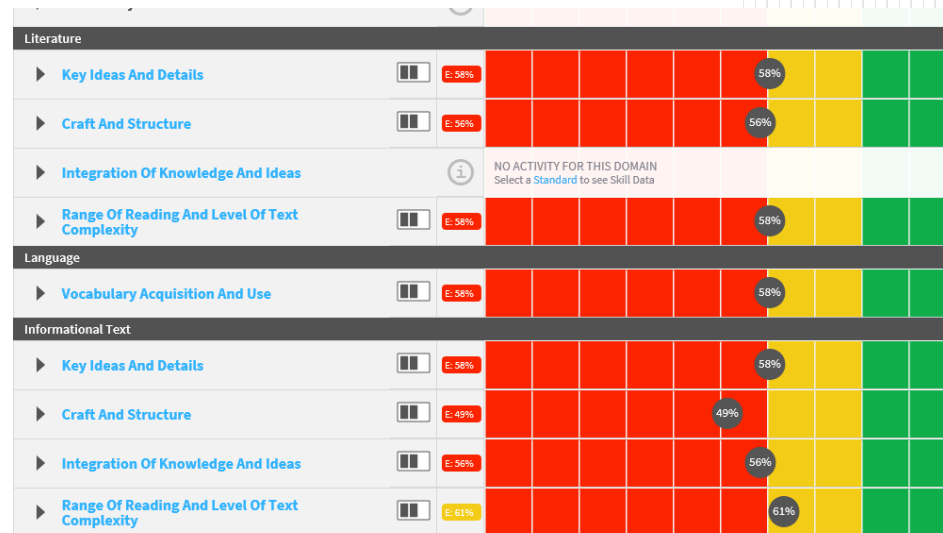
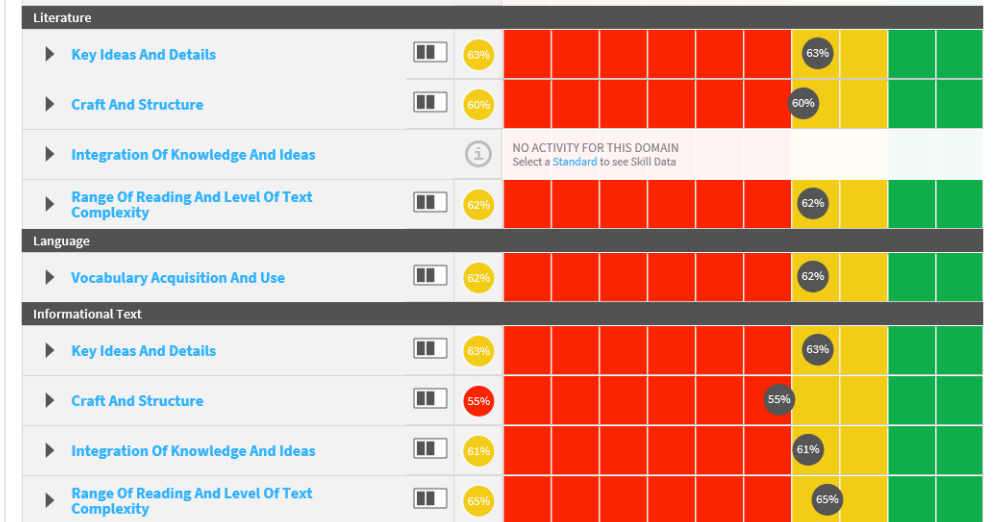
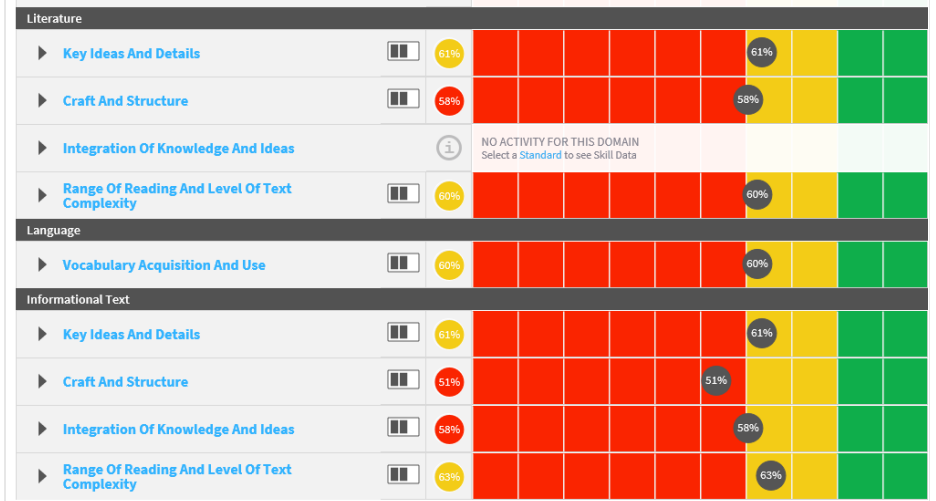
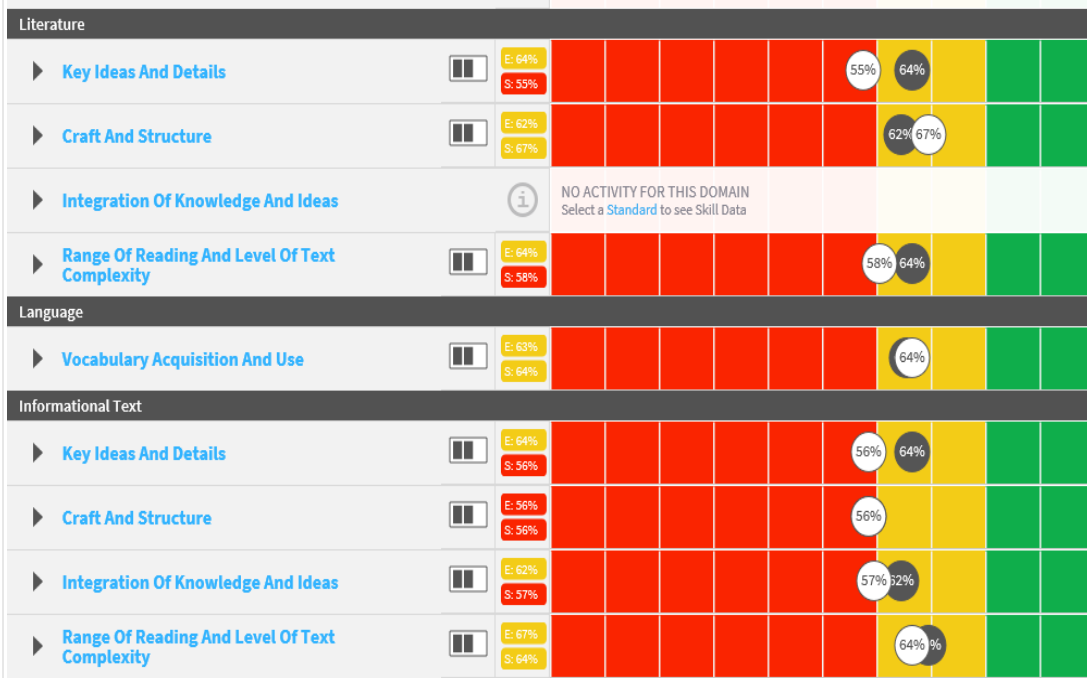
STAR Reading Enterprise Assessment (Spanish): 66



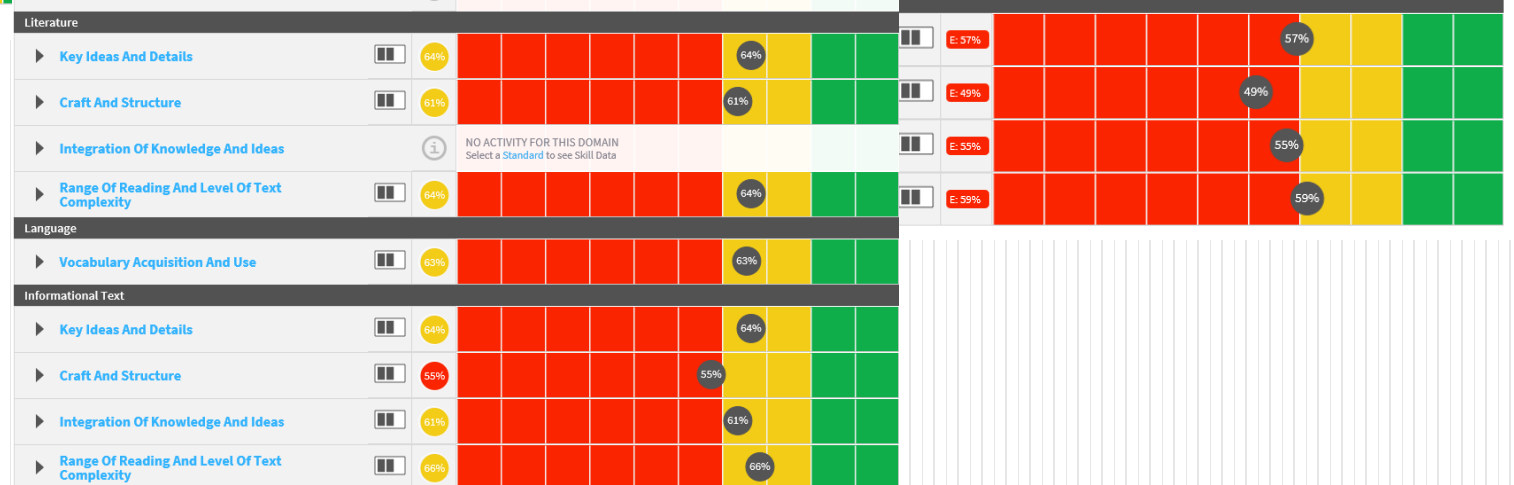
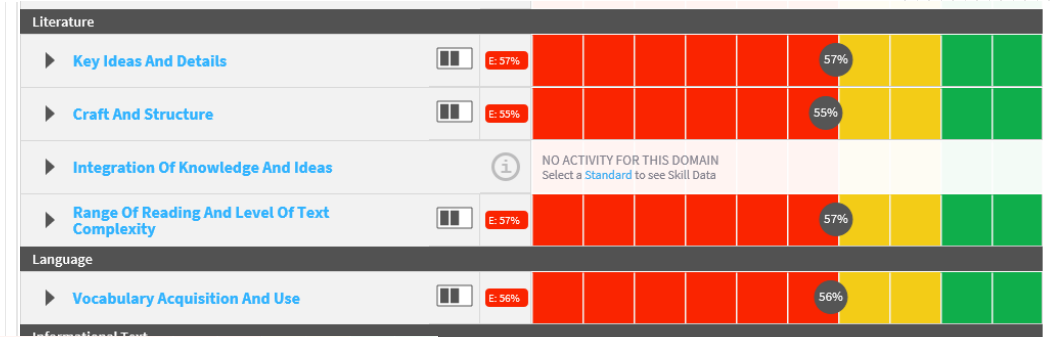
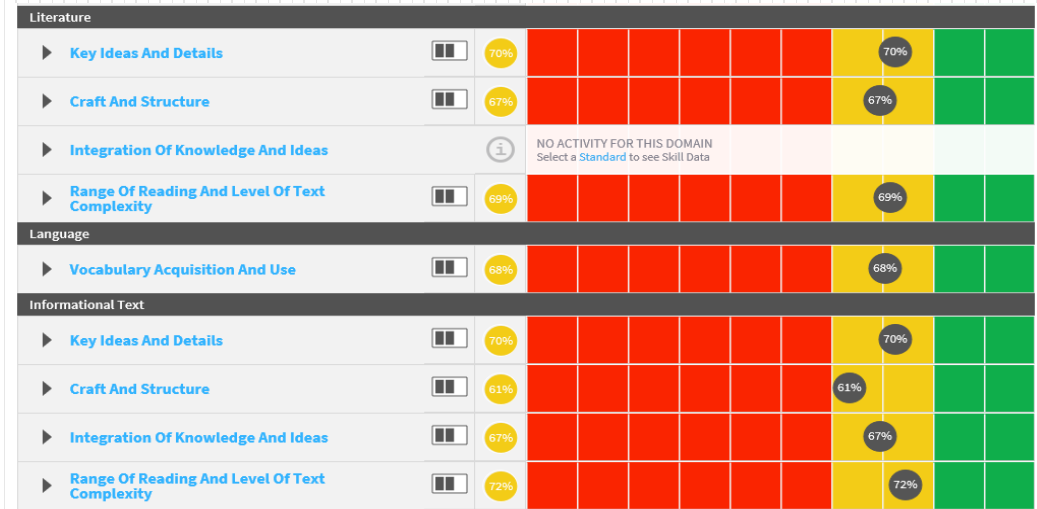
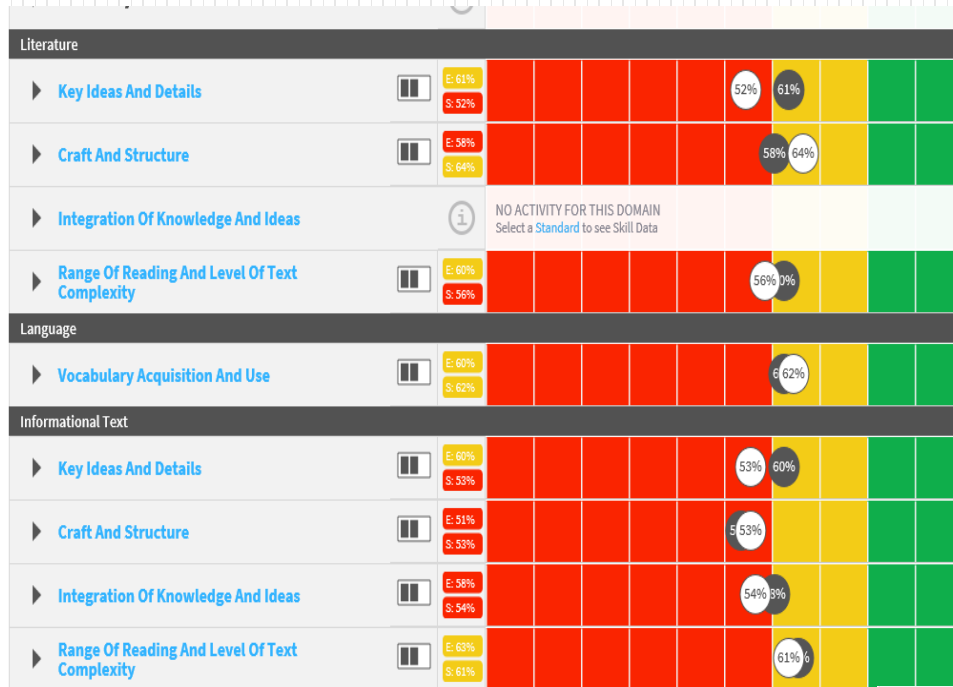
STAR Reading Enterprise Assessment (English): 350



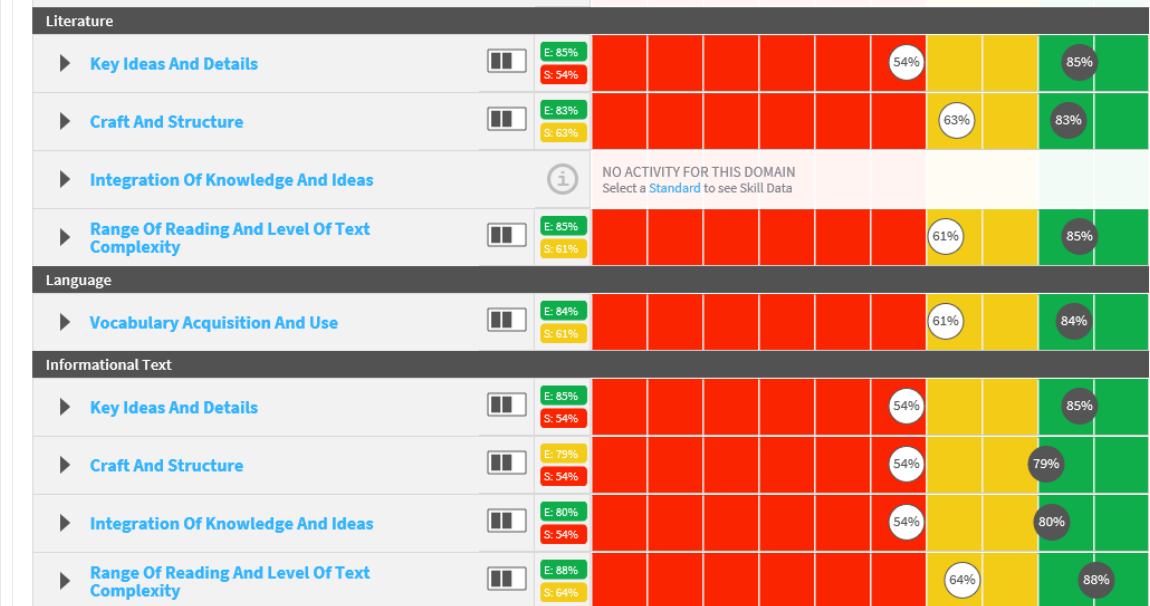
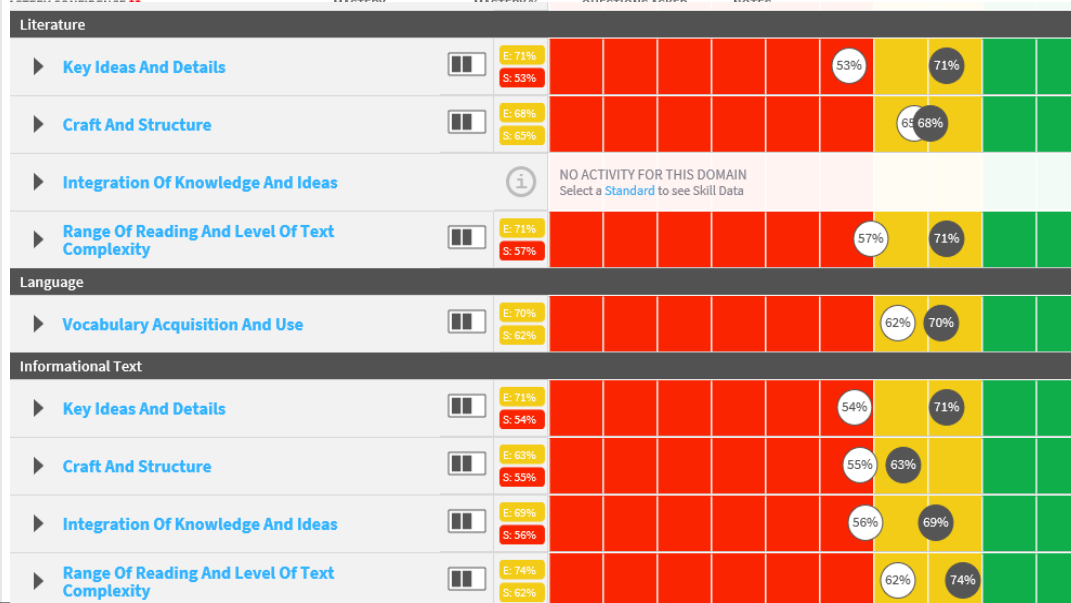
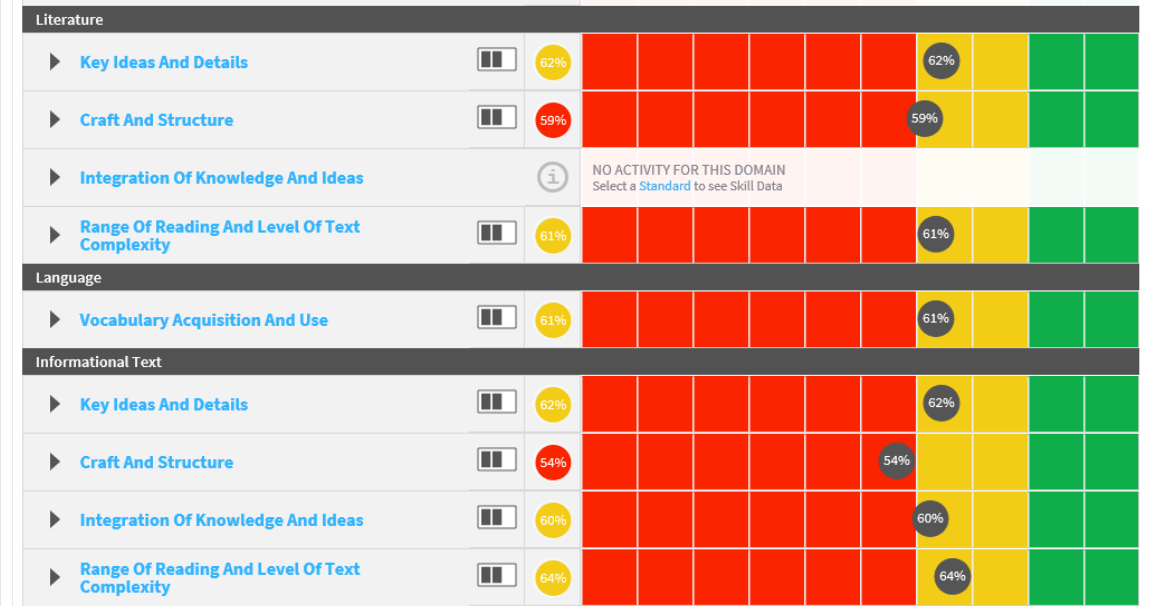
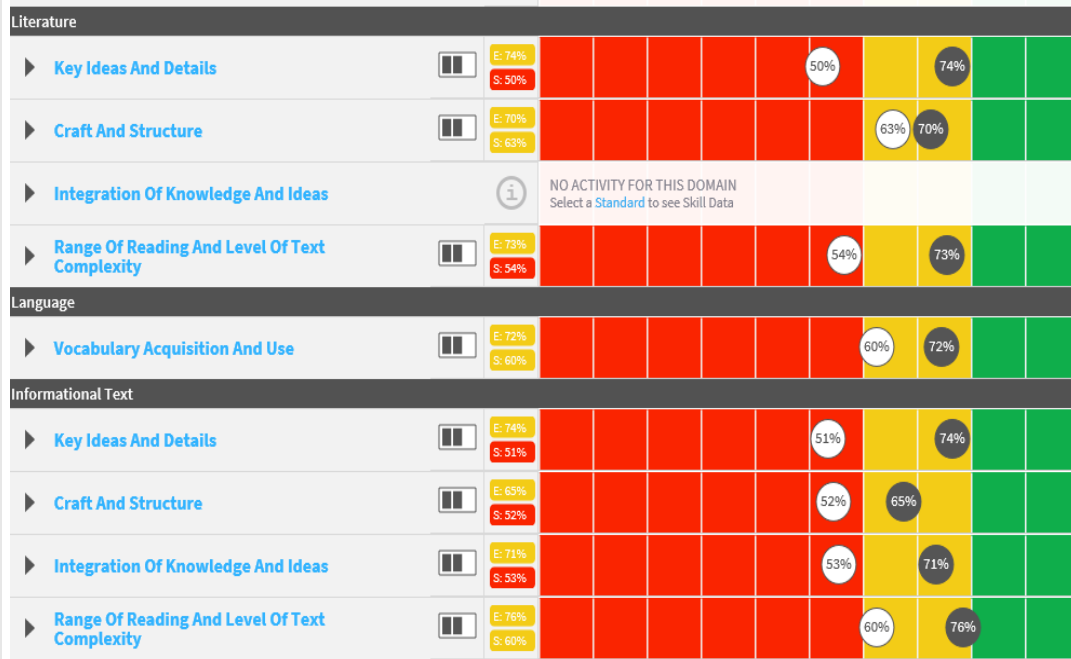
Elm 5TH Grade



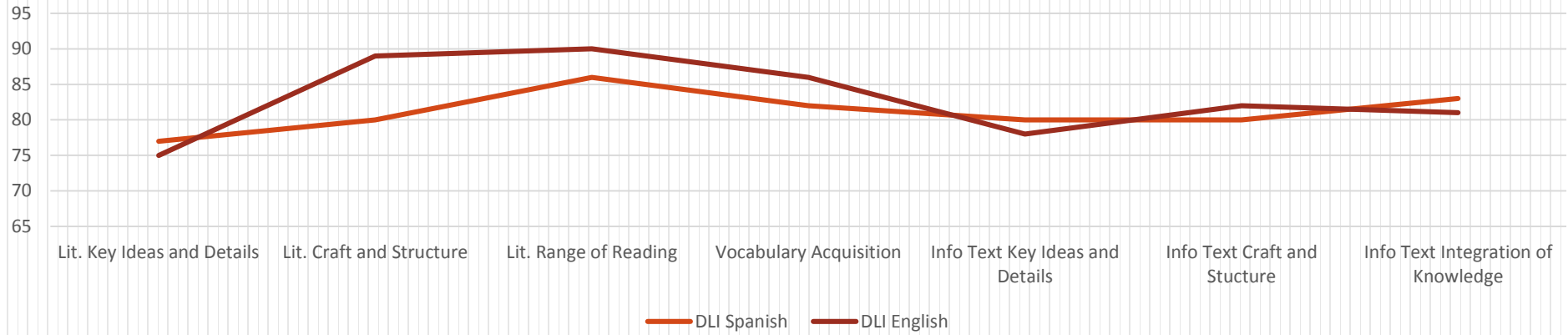
Current 5th Grade



Soria 5th Grade



STAR 360 Reading
6th Grade
Spring 2017



STAR 360 Reading
7th Grade
Spring 2017

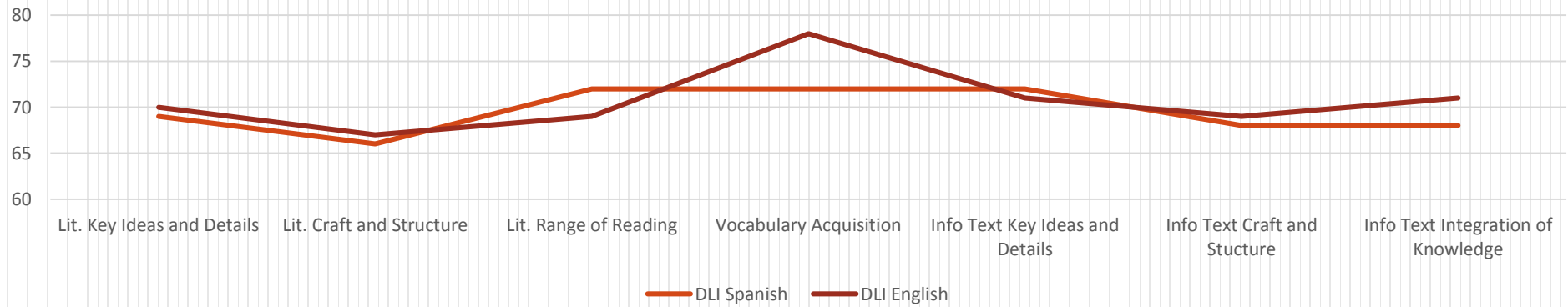


Table 1.1

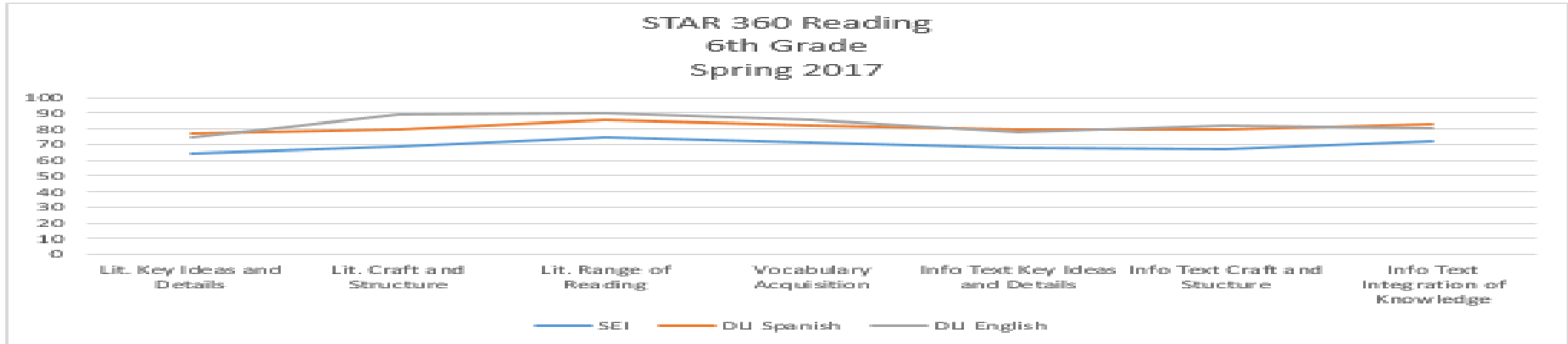
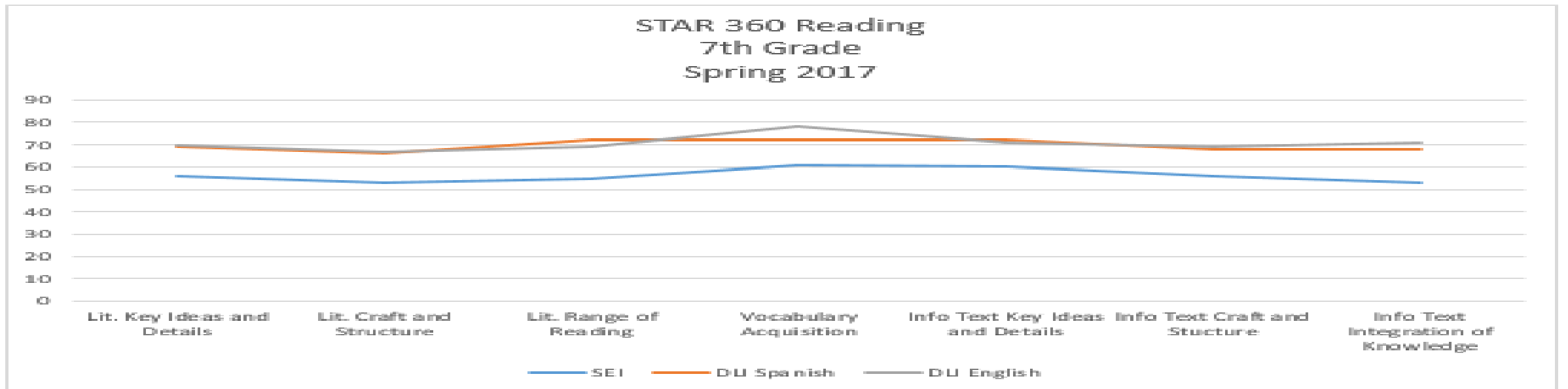


Table 1.2



Success....

1 down, 8 to go!!!!

Juan Soria School

CABE 2018

Seal Of Excellence School



Now What....

- Teaching for Biliteracy
 - Develop Biliteracy Units
 - Summer Institute
 - Continued leadership support with Karen Beeman
 - Continued lesson study
 - Maintain focus on goals
- Support transition to biliteracy schools
 - Kinder and First grade teacher priority training
- Continue Data Analysis
- Work with Kathy Escamilla and BUENO Team to develop Trajectories to biliteracy
- Continue Spanish Professional Development



Now WHAT.....

STAY THE COURSE



Questions....

¡Gracias!

Gràcies!

Thank you!

DANKE!

Merci!

你很

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 3/7/18

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

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

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

FISCAL IMPACT: None

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

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 3/7/18

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

Agreement Category:

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

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

Local Control Accountability Plan Update (Freeman)

The District LCAP Committee has reviewed the actions and services for the 2017-18 school year. The report will provide an update on these actions and services and share some suggestions for modifications and new actions and services for 2018-19.

FISCAL IMPACT: None

RECOMMENDATION: Informational only.

ADDITIONAL MATERIAL: Power Point



Local Control Accountability Plan

March 7, 2018

LCAP ACTIONS

Services for Parents

1.12 Migrant Education Recruiter

Position supported migrant families until December.

1.26 Preschool Public Relations

Information was distributed prior to preschool enrollment. Most preschool slots are filled.

2.17 Outreach Consultant

A full time outreach specialist serves every school.

3.1 Parent Communication

Ed Connect, websites and social media are used regularly to keep parents informed of news and events.

3.2 Community Liaison

The liaison meets families during the registration process and connects them to the Outreach Consultant at their new school and to community resources for which they are eligible; serves on district committees

3.3 Site Based Funds for Parent Training

Project 2INSPIRE implemented with two cohorts.

3.4 Mixteco Translators (3)

The two translators amended their daily schedule to serve students and families at targeted sites when a third translator was not available.

3.5 Bilingual Parent Liaison/Parent Involvement

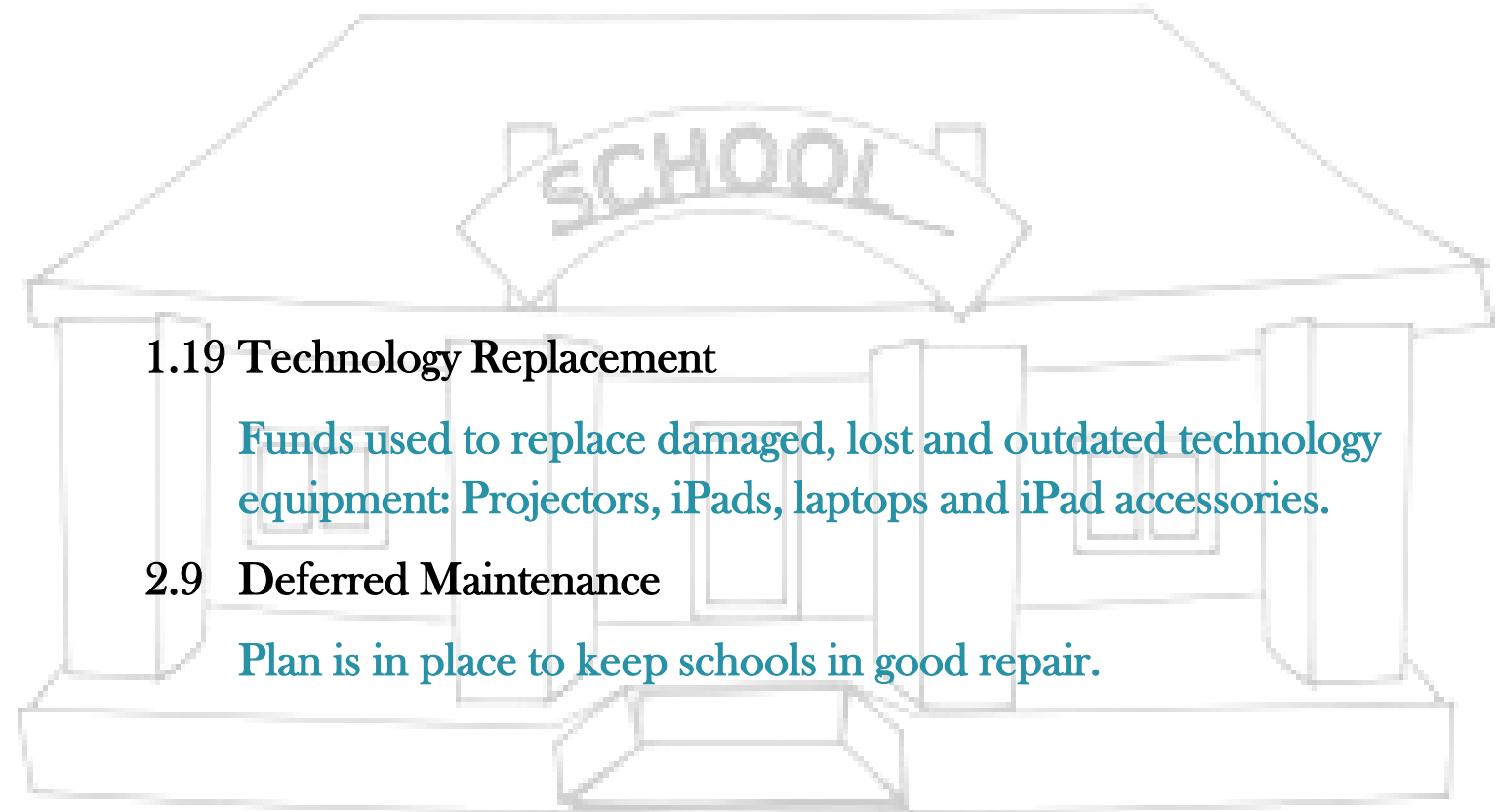
Position filled to establish communication between home and school, increase community support for schools and district and offer training opportunities for English Learner and low income families.

3.6 Public Information Officer

Position filled to keep the community informed of news and events in OSD.

LCAP ACTIONS

Services for School Sites



1.19 Technology Replacement

Funds used to replace damaged, lost and outdated technology equipment: Projectors, iPads, laptops and iPad accessories.

2.9 Deferred Maintenance

Plan is in place to keep schools in good repair.

LCAP ACTIONS

Services for Students

1.3 English Learner Materials & Monitoring Software

Ellevation was purchased and is in use districtwide to assist with reclassification, monitoring and tracking interventions for ELs.

1.9 Ready, Set, Go

Three school sites offered a half-day program for those without preschool experience to orient students to kindergarten routines, pre-reading and pre-writing skills and school expectations.

1.10 Newcomer Support

Program continues with staffing at McKinna and Frank. TOSA added at McKinna using site funds.

1.13 Summer School for Intervention and Enrichment

Writing and Science Camp was implemented last summer. Program included field trips on Friday and recreation in the afternoon. Breakfast and lunch were offered.

1.15 Core Textbook Adoption

6-8th grade English Language Adoption is in place.

1.16 Class Size Reduction

Class size is maintained at 24:1 in TK-1. Extra Support Teachers (ESTs) are added to site staffing to support grades 2-5 with small group instruction.

1.17 Site Based Funds to Support Site Incentives & Parent Education

Each site identifies resources in SPSA.

1.18 STAR 360, Accelerated Reader & MyON

Books and News are being used regularly on MyON.

1.19 Technology Replacement

Funds used to replace damaged, lost and outdated technology equipment: Projectors, iPads, laptops and iPad accessories.

LCAP ACTIONS

Services for Students

1.20 18 Special Education Staff

Special Education Staffing is maintained and has increased in areas of need.

1.23 AVID (Advancement Via Individual Determination)

Tutoring and professional learning support provided at all K-8 and 6-8 schools.

2.6 Indigenous Student Support – Connection with Indigenous Community

Attempts to recruit translator to support students at targeted sites.

2.7 K-8 After School Opportunities

Science, Art, Drama, Dance and Sports activities are provided.

2.10 School Resource Officers

Three officers serve all schools; OSD/OPD working to foster positive student interactions with officers.

2.11 Campus Supervision

Trained in CHAMPS/PBIS and NCPI. Evidence of success in reduced suspensions.

2.12 Nurses

Nursing team of four nurses and one nurse coordinator serve 17,000 students and an average of 40 students with high medical acuity.

2.13 Health Assistants

Two additional health assistants started in January. Recruitment is under way for open positions.

2.14 Late Bus Route

Routes are in place to support middle school students.

2.15 Counselors

A full time counselor is in place in every school; middle schools have two counselors.

LCAP ACTIONS

Services for Students

2.16 Breakfast Program

School sites offers breakfast service and will feed students who arrive late and need breakfast.

2.17 Outreach Consultant

A full time outreach specialist serves every school.

2.19 Transportation to Academies

Routes are in place to transport student requests to attend an academy.

3.4 Mixteco Translators (3)

The two translators amended their daily schedule to serve students and families at targeted sites when a third translator was not available.

LCAP ACTIONS

Services that Support Teachers

5 English Learner TOSAs *

Two assigned to biliteracy schools. Three support the ELS Department with instruction for designated and integrated ELD.

1.2 English Language Development Professional Development

Creating engaging ELD lessons, writing content and language objectives for ELD and content areas, assessing ELD, implementing strategies to support ELPAC.

1.4 Professional Development for Teachers of English Learner 1s & 2s in 6th - 8th

Writing content and language objectives for creating engaging lessons, using effective strategies, scaffolds activities that support the ELPAC.

1.5 Dual Language Immersion Teacher Support with DLI Director

Director has provided specific support for teachers with observations, visits, and meetings.

1.6 Professional Development for DLI teachers

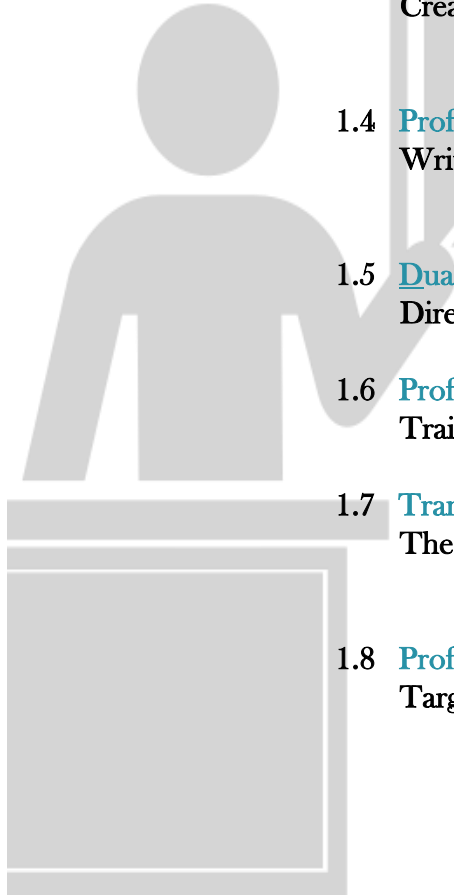
Training provided through the Teaching for Biliteracy Institute.

1.7 Transitional Bilingual Education Program Analysis

The BUENO Group and Literacy Squared reviewed the TBE program and made recommendations for improvement.

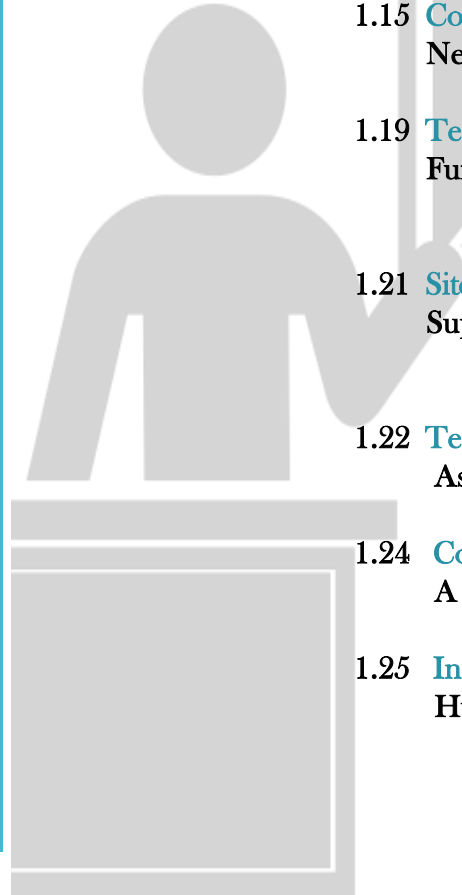
1.8 Professional Development in Biliteracy Instruction

Targeted instruction with a focus on Spanish literacy was provided through CSUCI by Dr. Jimenez Jimenez.



LCAP ACTIONS

Services that Support Teachers



1.9 English Learner Master Plan Implementation

Plan is implemented, reviewed and revised.

1.14 Math & Technology Mentors

Math mentors selected, trained, shared information, assisted with selection of performance tasks, facilitated grade level planning time.

1.15 Core Textbook Adoption - English Language Arts/English Language Development, Grades 6-8

New materials were implemented at the beginning of the year.

1.19 Technology Replacement

Funds used to replace damaged, lost and outdated technology equipment: Projectors, iPads, laptops and iPad accessories.

1.21 Site TOSAs

Supported interim assessments and the use of IO, along with a myriad of other site responsibilities. Position will change to Reading Specialists for 2018-19.

1.22 Technology TOSA (2)

Assisted with IO, report card, online curriculum implementation and Tech Mentors.

1.24 Competitive Salary & Benefits

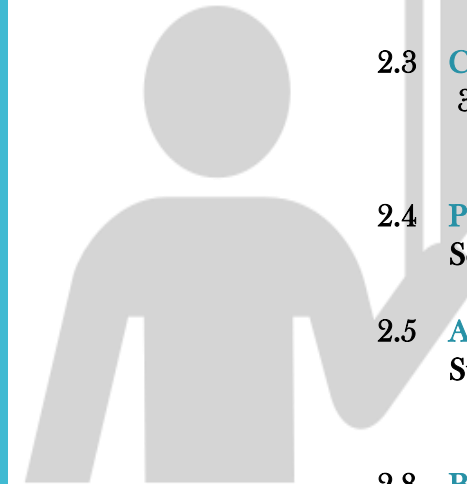
A goal is to keep salary and benefits above the mean for Ventura County.

1.25 Increase Recruitment Efforts

Human Resources attends job fairs to recruit staff needed for 2018 positions.

LCAP ACTIONS

Services that Support Teachers



1.27 Classified Employees - Training for Certificated Hard -to-Fill Positions

This Program continues in an effort to grow our own certificated staff.

2.1 District Positive Behavior Intervention and Support (PBIS) Committee

Committee meets regularly; led Oct. 30 SIP day; leads training for site PBIS teams.

2.2 PBIS Committee @ Each School Site

Members are in training.

2.3 CHAMPS District Wide

3rd year of implementation; 10 schools receive coaching. All sites have access to training and materials.

2.4 Professional Development for Cultural Awareness and Proficiency

Seven schools used the services of Generation Ready.

2.5 Art & Music TOSAs

Supported Ramona, Marina West, Elm, Sierra Linda and McKinna; professional development teachers after school

2.8 Behavioral Specialist Positions (2)

One behavior specialist added in October.

2.10 School Resource Officers

Three officers serve all schools; OSD/OPD working to foster positive student interactions with officers.

2.18 Restorative Justice Professional Development

Training leadership teams of six schools.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/7/18

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

Approval of Agreement #17-268 – Neuropsychology Partners (Freeman/Sugden)

Neuropsychology Partners will provide Independent Education Evaluator Services for the Special Education Services Department during the 2017-2018 academic year to complete psychoeducational evaluations.

FISCAL IMPACT:

\$17,100.00 - 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 approve Agreement #17-268 with Neuropsychology Partners.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-268, Neuropsychology Partners (13 Pages)
 Fee Schedule (1 Page)
 Certificate of Insurance (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #17-268

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of March, 2018 by and between the Oxnard School District (“District”) and Neuropsychology Partners (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from March 8, 2018 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Seventeen Thousand One Hundred Dollars (\$17,100.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Neuropsychology Partners
2001 South Barrington Ave., Suite #214
Los Angeles, CA 90025
Attention: Marcia Haresh
Phone: (310) 478.8888
Fax: (310) 478-8890
Email: marcia@drsimun.com

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

NEUROPSYCHOLOGY PARTNERS:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-268

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-268

SERVICES

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

***PER ATTACHED FEE SCHEDULE**

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

***PER ATTACHED FEE SCHEDULE**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-268

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-268

COMPENSATION

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

Total compensation shall not exceed Seventeen Thousand One Hundred Dollars (\$17,100.00), per the attached Fee Schedule, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$17,100.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-268

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.

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in 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

Not Project Related

Project #17-268

Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

- Not Project Related
- Project #17-268

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-268

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



2018 FEE SCHEDULE – IEE

<p>PKG 1 Neuropsychological Assessment, Premium IEE Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 5 hours of expert time.</p>	\$7600
<p>PKG 2 Neuropsychological Assessment, Complete IEE Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	\$7100
<p>PKG 3 Neuropsychological Assessment, Preschool IEE Intake interview, up to 8 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	\$6400
<p>PKG 4 Psycho-educational Assessment, Complete IEE Intake interview, up to 6 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours expert time.</p>	\$6100
<p>PKG 5 Psycho-educational Assessment, Preschool IEE Intake interview, up to 5 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours of expert time. Does not include parent meeting.</p>	\$5500
<p>Social Emotional Assessment Intake interview, up to 4 hours testing, rating scales, one (1) on-site observation, brief client and parent interviews, records review (up to 2 hours), written report, one IEP meeting (up to 2 hours).</p>	\$3700

<p>Consultation \$400 Test Accommodations: \$3900* *30% off when done by intern/post doc</p>	<p>Neuro Psych-Medical: \$6400 Neuro Psych-Brief: \$3600 (SAT/LSAT Disability) brief report /Letter – 1-2 days of testing</p>	<p>Psych Ed. Assessment Basic: \$5700 Report Writing \$400 per hour</p>	
Additional Services:			
LiveScan Background Checks (each)			\$75
Report Prep			\$400
Missed Appointment, per hour			\$300
Records review, per hour			\$300
Testing or observation, per hour			\$350
Historical Interview			\$300
Expert consultation IEP/DPH attendance, per hour			\$400
Additional clerical, per hour			\$145
Travel over 30 min, per hour			\$145
Travel expenses, per day, maximum (incl. food)			\$60
Lodging, per night, maximum			\$175
Bounced Check Charge			\$55
Clerical			\$145
Copies per page			.75

Medical /non forensic paid by insurance Medical neuro psych cannot be used for school based services. IEE not payable with insurance.

Additional fees may be charged for time if excessive driving distances are required for observations and IEP meeting attendance.

**COMMERCIAL LIABILITY COVERAGE PART
DECLARATIONS**

Policy Number: NPP8215213

Effective Date: 02/22/2017
12:01 AM, Standard Time

COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations) \$ 2,000,000
 Products - Completed Operations Aggregate Limit \$ Not Covered †
 Personal and Advertising Injury Limit \$ 1,000,000 Any One Person or Organization
 Each Occurrence Limit \$ 1,000,000
 Damage to Premises Rented to You \$ 100,000 Any One Premises
 Medical Expense Limit \$ 5,000 Any One Person
 Each Professional Incident Limit (if applicable) \$ Not Covered

† If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.

PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Medical Offices (P1/B1)	66561	Area 900	Not Covered	204.847	Not Covered MP	1,750.00 MP
Blanket AI Primary (P1/B1)	AI	Each 1	Not Covered	1.000	Not Covered	500.00
Waiver (P1/B1)	Waive	Each 1	Not Covered	1.000	Not Covered	350.00
Hired/Non-Owned/\$1M/\$1M (P1/B1)	OC001	Flat Charge 1		250.000		250.00
Total Advance Premium						\$ 2,850.00

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

See Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Western World Insurance Co.

Tudor Insurance Co.

Stratford Insurance Co.

GENERAL CHANGE ENDORSEMENT

Attaching to and forming a part of:

Policy #: NPP8215213

Effective Date of Policy: 02/22/2017

Endorsement #: 3

Effective Date of Endorsement: 01/23/2018

Insured: Simun Psychological Assessment Group, PC

DBA Neuropsychology Partners

Additional Premium \$ 50.00

Return Premium \$

The following change(s) is/are made in this policy:

The following classes or coverages have been:

Added: Additional Insureds - CG2010 (OC004), Location P1/B1, Basis Flat Charge, Exposure 1, Pr/Co Rate , Pr/Co Premium , All Other Rate 50.000, All Other Premium 50.00, AP/RP 50.00

The following forms have been added per the attached:
CG2010.

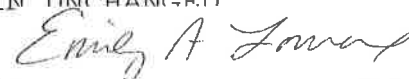
The additional premium is: \$50.00.
The total tax amount is: \$1.60.
The total fee amount is: \$0.00.
The total terrorism amount is: \$0.00.
The total addl amount is: \$51.60.

The following taxes were applied to this endorsement:
State Tax : \$1.50.
Stamping Fee : \$0.10.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Dated: 01/31/2018

Agent No. 00514



Authorized Agent

INSURED

WW453 (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Oxnard School District 1051 South A Street Oxnard CA, 93030	Location(s) as specified in written contract with the Additional Insured shown in the schedule of this endorsement

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.

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 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.

C. 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: 3/7/18

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

Approval of Agreement #17-270 – Jennifer K. Rickard (Freeman/Sugden)

Jennifer K. Rickard will provide classroom-based training for district Speech Language Pathologists (SLP's) regarding the use of the Systematic Analysis of Language Transcripts (SALT) language sampling software during the 2017-2018 academic year.

FISCAL IMPACT:

Not to exceed \$2,000.00 - 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 approve Agreement #17-270 with Jennifer K. Rickard.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-270, Jennifer K. Rickard (13 Pages)
 Scope of Work (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-270

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of March, 2018 by and between the Oxnard School District (“District”) and Jennifer K. Rickard (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from March 8, 2018 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Two Thousand Dollars (\$2,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Jennifer K. Rickard
159 Orange Park
Redlands, CA 92374
Phone: (888) 440.7258
Email: jrickard@cnusd.k12.ca.us

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

JENNIFER K. RICKARD:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-270

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-270

SERVICES

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

***PER ATTACHED SCOPE OF WORK**

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

***PER ATTACHED SCOPE OF WORK**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-270

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-270

COMPENSATION

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

Total compensation shall not exceed Two Thousand Dollars (\$2,000.00), per attached Scope of Work, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$2,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-270

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-270

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-270

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #17-270

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-270

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Speech-Language Pathologist

Corona-Norco USD

January 31, 2018

To: Oxnard School District

From: Jennifer Rickard, MS, and CCC-SLP

Subject: Proposal for consultant services to Oxnard School District

SCOPE OF WORK:

Services: Classroom-based training for district SLPs regarding the use of the Systematic Analysis of Language Transcripts (SALT) language sampling software.

Cost for full day of training: \$1000

Mileage: 130 miles (x2 for round trip) @ current IRS rate (54.5 cents/mile) = \$141.70

Hotel: Residence Inn by Marriott Oxnard River Ridge = \$129 plus tax/fees (this is the amount quoted on the site)

DATES OF SERVICE:

March 1, 2018- June 30, 2018

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 3/7/18

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

Ratification of Field Contract #FC-P18-03637 – Paragon Systems (Penanhoat/Mitchell)

Proposals were solicited for Field Contract #FC-P18-03637, Removal and Installation of Promethean Boards, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Thursday, February 15, 2018.

It is requested that the Board of Trustees ratify Field Contract #FC-P18-03637 to the lowest responsible bidder, Paragon Systems, who submitted the lowest responsive bid in the amount of \$33,985.00. The project will be funded through Deferred Maintenance Funds One-Time Funds.

FISCAL IMPACT:

\$33,985.00 – \$ 7,985.00 – Bond Fund (Lemonwood)
\$26,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer, that the Board of Trustees ratify Field Contract #FC-P18-03637 in the amount of \$33,985.00 with Paragon Systems.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-03637, Paragon Systems (3 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P18-03637

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 2/15/18, between **Paragon Systems** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of **Thirty-Three Thousand Nine Hundred Eighty-Five Dollars (\$33,985.00)**, payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 2/11/18.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on February 20, 2018 & be completed by the end of the day March 9, 2018.**

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of **One Hundred Dollars (\$100.00)** per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of **One Hundred Dollars (\$100.00)** for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "**General Conditions**".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. PREVAILING WAGE RATES: Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. FINGERPRINTING: Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Scope of Work | <input checked="" type="checkbox"/> Subcontractor List | <input type="checkbox"/> Performance/Payment Bonds |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Certificates/Liability Insurance | <input checked="" type="checkbox"/> Purchase Order No. P18-03637 |
| <input type="checkbox"/> Drawings | <input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance | <input checked="" type="checkbox"/> Proposal dated 2/11/18 |
| <input type="checkbox"/> Supplemental Conditions | | <input type="checkbox"/> Other PWC-100 DIR Registration |

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name	<u>Paragon Systems, Inc.</u>	Date	<u>2/17/18</u>
Signature		Telephone	<u>949.388.2100</u>
Title	<u>V.P.</u>	Fax No.	<u>949.388.2101</u>
Firm Address	<u>915 Calle Amanecer #K San Juan, CA 92673</u>	Contractor's License No.	<u>949118</u>
		Fax No.	<u>949.388.2101</u>
		License Class	<u>C7, C10</u>
		Tax I.D. No.	<u>300586407</u>

FOR DISTRICT USE ONLY

Project Manager	<u>Valerie Mitchell, Chief Information Officer</u>	Date	<u>02-20-18</u>
Signature		Funding Source	

GENERAL CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, or damages on the uncompleted work.
6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement, and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 2 days of the event of occurrence for which the extension is sought providing satisfactory evidence to establish that fact, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPLICABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code § 17775 et seq, for applicable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 17776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
 - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinances, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work satisfies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinances, rules, regulations, codes and standards for safety and protection of personal and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fee at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is within the sole discretion of the District.
 - b. **Drugs and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in this project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such persons follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property) arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left to this contract to Contractor. Contractor shall also defend all suits, actions or other legal proceedings that may be brought or initiated by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the widely granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District ninety (90) days written notice of reduction in coverage or cancellation. Contractor shall ensure a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - a. Comprehensive General Liability insurance that shall name the District as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injury to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injury to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or destruction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - b. Workers compensation insurance in statutory form and Employer Liability insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injury to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - c. Fire insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unskilled person in performing this contract.
 - b. Contractor shall remove from the work any employee determined to be incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work covered by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fees withheld pursuant to law or in these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor. If any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require correction of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing it from the scene, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under the contract, it shall be at liberty to do so and the same shall in no way affect or void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and the amount thereof shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis. The amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26600, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
38. **CONFLICT:** If any documents other than the face of the Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of the Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
39. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
40. **KEYS:** Contractor shall comply with the trip the District's CONTRACTORS KEY ISSUE/SECURITY AGREEMENT prior to commencement of work.
41. **FINGERPRINTING:** Contractors will be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



915 Calle Amanecer #K San Clemente, CA 92673
V. 949.388.2100 F. 949.388.2101

License # 949118
www.paragonsystemsinc.com

Valerie Mitchell
Chief Information Officer
Oxnard School District

February 22, 2018
Job# 3043

Scope of Work & Proposal for Oxnard SD Promethean Boards

- Paragon Systems will remove 31 existing Promethean Boards from Lemonwood (31).

TOTAL LUMP SUM - \$7,985.00

- Additionally Paragon will remove boards at Kamala (10), and McKinna (13). We will transport and re-install 32 of the existing boards to 6 separate sites. (Frank - 2, Kamala - 10, Marina West - 2, Marshall -1, McKinna – 15, Ritchen - 2). The remaining boards will be stored at the District Warehouse.
- Paragon will install the 32 existing boards with the existing brackets and cabling at the above referenced sites.
- Additionally, we will also move the existing speakers for the Boards and will re-use the power where available at the new locations.
- Paragon will balance and tune the existing Promethean Boards to ensure proper working order.

TOTAL LUMP SUM - \$26,000.00

Exclusions: *Any needed electrical work will be done by the District as discussed in the field.*

The information contained in this scope of work is privileged and confidential. It is intended to be reviewed only by the organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Scope of Work is strictly prohibited.

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 3/7/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

Personnel

_____ Legal

_____ Facilities

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

Ratification of Agreement #17-272 – California Lutheran University (Vaca/Bond)

California Lutheran University and Oxnard School District will establish an approved program of special training entitled the "School Counseling Credential Program", to provide clinical experience through supervised school counseling to students enrolled in the Pupil Personnel Services (PPS) Program in School Counseling.

Term of Agreement: **September 13, 2017 through June 30, 2022**

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #17-272 with California Lutheran University.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-272, California Lutheran University (6 Pages)
Certificate of Insurance (2 Pages)

California Lutheran UNIVERSITY

SCHOOL COUNSELING INTERNSHIP CONTRACT

This Agreement is made between California Lutheran University (CLU) and Oxnard School District, K-8 (AGENCY)

RECITALS

- A. CLU has established an approved program of special training entitled the School Counseling Internship Credential Program, to provide clinical experience through supervised school counseling to students enrolled in the Pupil Personnel Services (PPS) Program in School Counseling (the "Program").
- B. Program requires supervision and facilities provided by the Oxnard School District, K-8 (AGENCY) where students can obtain the clinical learning experience required in the curriculum; and
- C. The Oxnard School District, K-8 (AGENCY) provides the clinical setting, supervision, and equipment needed by Program Interns as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and the Oxnard School District, K-8 (AGENCY) agree as follows:

1.0 Obligations of the AGENCY.

- 1.1 AGENCY will provide suitable clinical learning experience and supervision for the intern. The intern is recognized as an employee of the AGENCY.
- 1.2 AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.
- 1.3 AGENCY agrees to not reduce an intern's salary to pay for supervision.
- 1.4 AGENCY agrees to provide support personnel for the intern. Support personnel must have the following minimum qualifications:
- Immediate supervisor must be fully credentialed as a school counselor with the Pupil Personnel Services Credential with advanced authorization in School Counseling with at least two years' experience

1.5 AGENCY agrees that no appropriately certificated employee will be displaced by the use of any intern and that the AGENCY is unable to fill the necessary position with a qualified certificated employee for which this internship credential is being implemented.

1.6 AGENCY agrees to have on file procedures for assignment and evidence of paying the support personnel assigned to intern.

1.7 The AGENCY agrees that the rationale for implementing and participating in the California Lutheran University School Counseling Internship Credential Program is to provide appropriately trained personnel to meet the educational needs of the students within the Oxnard School District, K-8 (AGENCY). This includes:

- a. providing sufficient resources for the intern to perform their job
- b. providing protected time for the AGENCY-provided support personnel to work with the intern within the school day
- c. Identify time and frequency of support and clearly define the expectations for support.

1.8 The AGENCY has advised and consulted with the exclusive representative of the applicable employees in this area.

1.9 AGENCY shall provide all equipment and supplies needed for clinical instruction at Facility.

1.10 AGENCY shall arrange for emergency care in case of illness or accident to any participating intern including workers compensation insurance.

1.11 Terms of employment, including the evaluation process of site support is clearly defined for the intern.

2.0 Obligations of CLU.

2.1 CLU will ensure that the intern meets all CTC pre-service requirements in order to qualify for an intern program.

2.2 CLU will work with the facility to develop a professional plan that includes:

- a. provisions for ongoing evaluation of the AGENCY intern
- b. description of the courses and other requirements to be completed by the intern

2.3 CLU will provide supervision of the intern according to a prescribed plan University supervisor qualifications will include:

- a. current knowledge of the content area being supervised.
- b. ability to model best professional practices in counseling and guidance.
- c. knowledgeable about issues of diversity, including, cultural, language, ethnic, sexual orientation, diverse abilities, SES, and

gender diversity.

2.4 CLU will provide and maintain the records and reports necessary for conducting the students' internship experience.

2.5 CLU will prohibit the publication by the intern, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.6 CLU will provide the AGENCY with a description of the internship program, curriculum and objectives to be achieved.

2.7 Instructors and interns at CLU will abide by the rules and policies of AGENCY while using its facilities.

2.8 CLU will provide its University Supervisors with ongoing support and training regarding the mentoring process and the documentation process necessary for the intern program.

2.9 CLU will identify the time and frequency of observations to the intern and the AGENCY. Visits to the site by the University Supervisor will include individual and group advising/counseling observations, consultations with parents, teachers and other school personnel, and classroom guidance activities.

2.10 CLU will support collaboration between the AGENCY appointed support provider and the university supervisor.

3.0 Term.

3.1 This agreement will commence on September 13, 2017, and is valid for five years. (or if changes are required for CTC regulations or standards)

4.0 Application of AGENCYs Rules.

The intern will be under the jurisdiction of the AGENCY for training purposes and will follow facility rules to the extent that such rules directly relate to the internship. CLU interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and the AGENCY each reserve the right to withhold or withdraw the placement of Program students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to defend, indemnify, and hold harmless the AGENCY, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of CLU or those of any of its officers, agents, employees, or students, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any subject of this Agreement. CLU is also held harmless for worker's compensation, AGENCY taxes and withholding, and any other financial costs related to employment of AGENCY employees.

AGENCY agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of AGENCY, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement. AGENCY is also held harmless for workers compensation, CLU taxes and withholding, and any other financial costs related to employment of CLU employees.

6.2 Each party to this Agreement shall provide and maintain Worker's Compensation including AGENCY's Liability Insurance as required under the law of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations, hereunder, with respect to the acts and omissions of each respective party's employees, interns, agents, and/or students, which shall include but limited to; (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 AGENCY and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national or ethnic origin, disability, marital status, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 AGENCY agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

7.3 CLU shall be responsible for ascertaining from the AGENCY all of the rules and

regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Intern is required to comply with Education Code section 45125.1, Fingerprint certification requirements. CLU must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the AGENCY under this Agreement. The Intern is required to comply with Education Code section 49406, Examination for tuberculosis requirements. The Intern must provide the AGENCY a certificate from the examining physician showing the Intern has been examined and found free from active tuberculosis.

8.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name, which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

9.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except if CLU's termination of this agreement is based on lack of funding, or it is discovered that site supervision is not being provided in accordance with this agreement; the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

10.0 Non-Assignment and Subcontracting.

AGENCY shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

11.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

14.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day of March, 2018.

California Lutheran University:

By: 

(Signature)

Oxnard School District, K-8 (AGENCY)

By: _____
(Signature)

Karen Davis

(Printed Name)

Lisa A. Franz

(Printed Name)

V.P. for Administration & Finance

(Title)

Director, Purchasing

(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2018

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 EIIA 1-312-648-0914 200 S. Wacker Ste. 1000 Chicago, IL 60606	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@eiaa.org	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: COLLEGE RRG INC		13613
INSURED California Lutheran University 60 West Olsen Road Thousand Oaks, CA 91360-2787		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 52023024

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL090117	09/01/17	09/01/18	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							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)

Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental contract; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Additional Insured status as required by written contract. If named specifically in the Description of Operations the certificate holder is named as Additional Insured as required by written contract. Re: Internship

CERTIFICATE HOLDER

Oxnard School District
Risk Management Department
1051 South A Street
Oxnard, CA 93030
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Mary Ellen Morawitz

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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lloyds of London (A.M. Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1000
Chicago, IL 60606
(800) 537-8410
Email: certificates@eiia.org

Lloyds of London Financial Ratings:

A.M. Best Rating

A XV

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/7/18

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

Ratification of Agreement #17-269 – WestEd (Freeman/Ridge)

The California Healthy Kids Survey is administered every other year as a requirement of the Tobacco Use Prevention Education Grant. Ventura County Office of Education (VCOE) fully funds the administration of the survey for the districts that are part of the consortium. In prior years, VCOE entered into a yearly MOU with WestEd that covered all districts. This year WestEd has revised their policy and has requested that each district complete their own MOU.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-269 with WestEd.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-269, WestEd (5 Pages)
Attachment A (1 Page)



MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: Oxnard School District

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year. The Ventura County Office of Education will pay for CHKS survey fee for grades 5, 7, 9, 11, NT, CHKS school reports, VCOE Supplemental Module, CSSS survey fee, CSSS school reports, CSPS survey fee, CSPS paper processing, and CSPS school reports. All other fees are the responsibility of the district.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2017 and expires on August 31, 2018.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

District

Survey Administration Fees 2017-2018

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at (888) 841.7536

CHKS	
Survey fee*	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS	
Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

* If you are a district surveying less than 100 students please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Lisa A. Franz, Director, Purchasing
Printed name

Date

Attachment A

The County Office will pay for the following fees for districts listed below:

VCOE Supplemental Module
CHKS survey fee for grades 5, 7, 9, 11, NT
CHKS school reports
CSSS survey fee
CSSS school reports
CSPS survey fee
CSPS paper processing
CSPS school reports

Districts covered by VCOE:

Briggs Elementary
Mesa Union Elementary
Moorpark Unified
Mupu Elementary
Oak Park Unified
Oxnard School District
Oxnard Union High
Pleasant Valley School District
Rio Elementary
Santa Clara Elementary
Santa Paula Unified
Somis Union
Ventura County Office of Education

The County Office will also pay for the VCOE Module for Ventura County districts not listed above, and for countywide data sets.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/7/18

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

Ratification of Agreement #17-271 – Lumos Transforms LLC (Freeman/Ridge)

Lumos Trnsforms LLC provides a program for certifying selected counselors and outreach staff as Resilience Toolkit Facilitators that will augment existing trauma-informed interventions and enable a coordinated resilience-building program for teachers, students, and families throughout the District.

An introductory 3-part series of The Resilience Toolkit was offered to counselors and outreach workers in September 2017. The workshop series was overwhelmingly, positively received, with participants reporting immediate and successful implementation of The Toolkit in their personal and professional roles.

The certification program is provided in a blended online and in-person format, and the cohort-based program consists of interactive and cooperative learning that fosters responsibility, self-awareness, and mastery.

Curriculum Topics:

- Embodied self-awareness
- Stress and resilience from multiple lenses
- Instructions and facilitation of Toolkit mindfulness and movement practices with individuals and groups
- Trauma-informed facilitation principles
- Ethics and professionalism
- Behavior change theory and habit formation
- Lessons from Motivation Interviewing

FISCAL IMPACT:

Total cost not to exceed \$14,100.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-271 with Lumos Transforms LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-271, Lumos Transforms LLC (13 Pages)
Proposal (3 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-271

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of March, 2018 by and between the Oxnard School District (“District”) and Lumos Transforms LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 24, 2017 through June 12, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Fourteen Thousand One Hundred Dollars (\$14,100.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: 805.385.1501, x2161
Fax: 805.487.9648

To Consultant: Lumos Transforms LLC
454 N. Avenue 56, #1
Los Angeles, CA 90042
Attention: Nkem Ndefo
Phone: 323.254.7775
Fax: 323.258.3905

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

LUMOS TRANSFORMS LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-271

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-271

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-271

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-271

COMPENSATION

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

Total compensation shall not exceed Fourteen Thousand One Hundred Dollars (\$14,100.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$14,100.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-271

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-271

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #17-271

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #17-271

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-271

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

THE RESILIENCE TOOLKIT CERTIFICATION FOR OXNARD SCHOOL DISTRICT



Proposal prepared for Chris Ridge, Director of Pupil Services
By Nkem Ndefo, President, Lumos Transforms | September 30, 2017

OVERVIEW

Certifying select counselors and outreach staff as Resilience Toolkit Facilitators will augment existing trauma-informed interventions and enable a coordinated resilience-building program for teachers, students, and families throughout the District.

BACKGROUND

Grounded in theory and evidence, Lumos Transforms's *The Resilience Toolkit* programs utilize carefully selected mindfulness and movement practices to promote embodied self-awareness, nervous system and emotional regulation, and interpersonal connection, all of which are prerequisites to health and wellness. The Toolkit empowers each participant with a framework to identify their own stress physiology and confidently implement appropriate regulation skills that effectively build resilience over time.

An introductory 3-part series of *The Resilience Toolkit* was offered to counselors and outreach workers in September 2017. The workshop series was overwhelmingly positively received with participants reporting immediate and successful implementation of The Toolkit in their personal and professional roles. Participants noted that they were able to now appraise the high degree of stress activation in members of their respective school communities. A number of staff indicated a strong desire to complete certification in order to share The Toolkit with teachers, students, and families to promote greater emotional regulation, educational program engagement, and community connection.

PROGRAM OUTCOMES

The Program is carefully designed to lead Trainees to mastery of the essential course competencies. Trainees will demonstrate:

- Embodied knowledge of personal nervous system with focus on stress physiology and trauma responses.
- Ability to identify, attune, follow, and respond to others' nervous systems, especially stress physiology and trauma responses.
- Ability to professionally and safely teach Toolkit skills to others for regulation and resourcing.
- Ability to support others in developing robust personal practice of The Toolkit.

CERTIFICATION DESCRIPTION

In a blended online and in-person format, the cohort-based program consists of interactive and cooperative learning that fosters responsibility, self-awareness, and mastery.

Curriculum topics

- Embodied self-awareness
- Stress and resilience from multiple lenses:
 - Ethology-ecology
 - Evolutionary neurobiology
 - Anatomy and physiology
 - Social ecology
 - Neurophysiology
 - Gender
 - Culture and history
- Instruction and facilitation of Toolkit mindfulness and movement practices with individuals and groups
- Trauma-informed facilitation principles
- Ethics and professionalism
- Behavior change theory and habit formation
- Lessons from Motivational Interviewing

Program Dates: October 24, 2017-February 20, 2018 OR March 6, 2018-June 12, 2018

Total Time Commitment: 100 hours

Average Time Commitment: 6 hours weekly, PLUS two-day weekend workshop in Los Angeles

Technology Requirements: Computer with webcam, stable internet, basic facility with Google documents

Professional Requirements: Professional liability insurance during clinical portion of the program, available for \$155 annually for state licensed and non-licensed trainees through outside vendor

Program Requirements:

- In-person 2-day weekend workshop during week 6
- Online pre-recorded lectures
- Individual mentoring sessions (virtual or in-person)
 - Two session facilitating Toolkit w/ individuals
 - Two sessions facilitating Toolkit w/ small groups
- Eight virtual small group meetings with mentor every other week
- Thirteen weekly virtual peer group practice sessions
- Thirteen weekly written journal reflections on personal practice
- Independent and peer-based writing and presentations
- Reading/watching selected articles and related media
- Case study report

COST - \$3,350/per trainee
\$9,045/Three trainees (10% discount)
\$16,080/Six trainees (20% discount)

OPTIONAL EXTENDED PROGRAM SUPPORT (Additional fee)

- Ongoing post-certification supervision to support program implementation and facilitator skill development. At weekly, bi-weekly, or monthly intervals (in-person or via video conference) – Cost variable depending on interval, number of participants, and length of program

CERTIFICATION PROGRAM FACULTY

Director of Certification – Nkem Ndefo, MSN, CNM, RN, is the founder and president of Lumos Transforms and creator of The Resilience Toolkit. Certified as a Registered Nurse and Nurse Midwife, Nkem also has extensive post-graduate training in complementary health modalities and emotional therapies. She brings an abundance of experience as a clinician, educator, consultant, and community strategist to innovative programs that reduce stress and build resilience for individuals, organizations, and communities throughout the US. She served on the Los Angeles County Trauma-and Resilience-Informed Systems Change Initiative Workgroup. Currently she sits on the Strategic Planning Committee for the Trauma-Informed Task Force of Greater Los Angeles.

Faculty –

Ije Ude, MA, is a Certified Life Coach, and Wellness Strategist. She holds a Master’s degree in Counseling Psychology and has worked in the gender violence and social justice movements for the past 20 years as an organizer, trainer, and youth worker. She currently co-leads the online social enterprise incubator Turtle Tank that teaches radical creatives, healers, activists, and educators how to turn their dreams and ideas into sustainable projects and enterprises.

Jane Courtney, RN, SEP, RTC, is a Somatic Experiencing Practitioner. She holds a degree in Nursing from The University of Michigan and has worked in a variety of hospital and clinical settings in the US and Canada. She is on staff at Yoga Therapy International and she volunteers with the North Shore Women’s Centre and Women Transforming Cities where she advocates for prevention strategies for trauma, violence against women, and the inclusion of women in public policy.

Mary Shriver, CMT, is a Certified Provider of Trauma Release Exercises, Licensed Massage Therapist, Certified Compassion Fatigue Educator, and holds a B.S. in Psychology from Denison University. Additional training includes the Trauma Resilience Model and Community Resilience Model through the Trauma Resource Institute.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 7, 2018

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Scheduling of Board Date to Conduct Public Hearing for the Final Environmental Impact Report Prepared for the Doris/Patterson Project and Make a Determination on the Environmental Document (*Penanhoat/Fateh/CFW*)

The purpose of this Agenda Item is to set a public hearing to receive the public comments on the District's Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project (proposed project).

The District retained Tetra Tech to prepare the EIR. The EIR serves as a public disclosure document explaining the effects of the proposed project on the environment, alternatives to the project, and ways to minimize adverse effects and to increase beneficial effects. On December 4, 2017, the District opened a 45-day public review and comment period on the Draft EIR. The public comment period on the Draft EIR closed on January 17, 2018. Comments received will be incorporated into the Final EIR.

There will be a public hearing for the Final EIR in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, CA 93030 at 7:00 p.m., or as soon thereafter as this matter may be heard, on March 21, 2018. The purpose of the public hearing is to consider public comment on the Final EIR and make a determination on the environmental document.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees set the date of March 21, 2018, for a public hearing during the regular meeting of the Board of Trustees, to receive public comment on the Final Environmental Impact Report (EIR) prepared for the Doris/Patterson Project and make a determination on the environmental document.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing



OXNARD SCHOOL DISTRICT

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

March 7, 2018

NOTICE OF PUBLIC HEARING FOR THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DORIS PATTERSON PROJECT

On December 4, 2017, the Oxnard School District (District) opened a 45-day public review and comment period on the Draft Environmental Impact Report (EIR) for the Doris Patterson Project. The public comment period on the Draft EIR closed on January 17, 2018. Comments received will be incorporated into the Final EIR.

There will be a public hearing for the Final EIR in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, CA 93030 at 7:00 p.m., or as soon thereafter as this matter may be heard, on March 21, 2018. The purpose of the public hearing is to consider public comment on the Final EIR and make a determination on the environmental document.

By: Janet Penanhoat
Assistant Superintendent
Business & Fiscal Services
(805) 385-1501 ext. 2401

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 3/7/18

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 Work Authorization Letter #13 to ATC Group Services LLC (ATC), to provide Environmental Support Services for Lemonwood Elementary School (Penanhoat/Fateh/CFW)

Phase II for the reconstruction of Lemonwood Elementary School is scheduled to commence on March 1, 2018. Initial activities will include the demolition of the old campus' buildings. Work Authorization Letter #13 to ATC will provide the District an onsite environmental consultant to monitor the removal of any hazardous materials during the demolition process ensuring that all abatement activities are done in compliance with current State and Federal regulations.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-135**

Work Authorization Letter: **#13**

Consultant: **ATC Group Services LLC**

Date Issued: **3/7/18**

FISCAL IMPACT

The environmental support services will be completed for a lump sum fixed fee of: **Eight Thousand Three Hundred Seventy Dollars and Zero Cents (\$8,370.00).**

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #13 for Master Agreement #13-135 with ATC Group Services LLC.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #13 – ATC Group Services LLC (1 Page)
- Proposal dated February 15, 2018 (2 Pages)
- Master Agreement #13-135, ATC Group Services LLC (32 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 3/7/2018
SITE NAME: Lemonwood Elementary School	DSA # 03-116026
MASTER AGREEMENT #: 13-135	OPSC # 72538-77
WAL #: 13	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	ATC Group Services LLC
	Street:	25 Cupania Circle
	City, State, Zip:	Monterey Park, CA 91755
	Phone:	323.517.9780

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Consultant will provide the following Asbestos Consulting and Monitoring Services: provide a technician on site during contractor's work, oversee asbestos abatement activities as a representative of the owner, verify abatement contractor's compliance w/ applicable rules and regulations, review contractor's prework submittals and confirm that all worker on site have the required certifications and documentation, monitor abatement activities including running PCM perimeter air samples and PCM clearance testing, request waste manifests and weight tickets to verify proper disposal of waste, conduct visual inspections of the abatement contractor's work, maintain daily logs, collect and provide analysis for PCM area air samples, prepare closeout documents at completion.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 3/1/18	COMPLETION DATE: Approximately 4/16/18
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FIXED FEE AMOUNT: Eight Thousand Three Hundred Seventy Dollars and Zero Cents (\$8,370.00)

This fee amount is based upon Consultant's proposal dated 2/15/18 and subsequent negotiations mutually agreed to by all parties

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

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Jennifer Maclsaac	PREPARED BY: Chris Yafuso
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds	
COST ID: 6271	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

ATC GROUP SERVICES LLC

25 Cupania Circle
Monterey Park, CA 91755
Phone 323-517-9780

February 15, 2018

Janet Penanhoat
Assistant Superintendent of Business & Fiscal Services
Oxnard Unified School District

Ms. Jennifer MacIsaac
Program Manager
Sent via email: [jmacisaac@cfwinc.com]

Bill Gray
Swinerton Builders

Caldwell Flores Winter, Inc.
Oxnard Unified School District
1901 South Victoria Avenue, Suite 106
Oxnard, California 93035

RE: Proposal for Asbestos Abatement Monitoring
Lemonwood Elementary School
2200 Carnegie Street
Oxnard, California 93033
ATC Proposal No. 10116-2018-02-0048

Dear Ms. Penanhoat:

This proposal has been prepared in response to your Request for Proposal to provide asbestos consulting services for monitoring the removal of asbestos-containing materials (ACMs) at the current Lemonwood Elementary School property. ATC Group Services LLC (ATC) understands that the Oxnard School District is preparing to demolish most of the current buildings located on the Lemonwood Elementary School property. The following information will outline ATC's project approach and fees that will be associated with the completion of its service activities.

INTRODUCTION

ATC is a fully disciplined environmental consulting firm specializing in all phases of hazardous materials management. ATC currently maintains a nationwide network of over 100 regional and branch offices and has worked with virtually all levels of local, State and Federal government agencies. Additionally, we have performed a diverse range of services for nationally based commercial, industrial and institutional clientele. ATC has an in-house professional staff of over 1,900 health and safety experts specializing in the fields of ecology, hydrogeology, industrial hygiene, architecture, engineering and various environmental sciences. ATC has a staff of California Certified Asbestos Consultants, Site Surveillance Technicians, and Lead-Related Construction Inspector/Assessors, Lead-Related Construction Sampling Technicians, and Lead-Related Construction Project Monitors which can be utilized on this project.

ATC's on site technicians have received NIOSH 582 training and participate in the American Industrial Hygiene Association (AIHA) Quarterly Proficiency Aptitude Testing (PAT) rounds. Our technicians will provide Phase Contrast Microscopy (PCM) analysis as needed for interior clearances. Only visual clearance will be provided for the abatement of roofing materials.



Oxnard Unified School District
February 15, 2018

PROJECT APPROACH

ATC has highly qualified, California certified asbestos and lead consultants and technicians available to perform any surveys, planning, and abatement services. Throughout the duration of the project, the assigned staff members will comply with current State and Federal environmental regulations affecting the project and will conduct the services outlined below:

SCOPE OF SERVICES

ATC will provide the following Asbestos Consulting and Monitoring Services:

- Provide technician on site during contractor's work;
- Oversee asbestos abatement activities as a representative of the owner;
- Verify abatement contractor's compliance with applicable rules and regulations, review contractor's pre-work submittals and confirm that all workers on-site have required certifications and documentation;
- Monitor abatement activities including running PCM perimeter air samples and PCM clearance testing;
- Request waste manifests and weight tickets to help verify disposal of waste in accordance with regulations and specifications;
- Conduct visual inspection of the abatement contractor's work;
- Maintain daily observation log and log of all air samples;
- Collect and provide analysis for PCM area air samples;
- Prepare Close Out documents (Job Book) at completion of project.

Client Supplied Items

- Unlimited access to the entire facility;
- Onsite parking for technician.

FEE SCHEDULE – TIME & MATERIALS

Activity	Units	Fee
Principal Consultant	4 hrs. @ \$125/hr.	\$500.00
Project Manager (Job Walk & Oversight)	16 hrs. @ \$95/hr.	\$1,520.00
Project Hygienist (Report)	8 hrs. @ \$90/hr.	\$720.00
Technician	48 hrs. @ \$80/hr.	\$3,840.00
Clerical	3 hrs. @ \$60/hr.	\$180.00
Lodging & Meals	5 @ \$160/shift	\$800.00
PCM Air Samples (quantity estimated)	40 @ \$9/ea.	\$360.00
Reimbursable Expenses (mileage, etc.)	5 @ \$90/day	\$450.00
TOTAL (TIME & MATERIALS)		\$8,370.00

Oxnard Unified School District
February 15, 2018

Project Schedule

ATC is prepared to initiate field activities, as outlined above, upon written authorization. ATC understands that the project is scheduled to start on March 1, 2018. ATC will complete the Closeout Report within 45 days once the project has been completed. The performance period may be extended due to unforeseen conditions such as site access. Verbal results of PCM clearances will be provided daily.

Authorization

ATC appreciates the opportunity to present this proposal and looks forward to working with the Oxnard Unified School District on this project. If this proposal is acceptable to you and you would like ATC to schedule this project, please provide a notice to proceed and contract via email to andrew.hoyer@atcgs.com. If you have any questions regarding this proposal, please contact our office at (323) 517-9780.

Sincerely,
ATC Group Services LLC



Andrew Hoyer
Project Manager
CAC No. 05-3837
LRCIA No. 19586
Direct Line +1 323 517 9645
Email: andrew.hoyer@atcgs.com

Dawn Merrill
Branch Manager
Direct Line +1 323 517 9662
Email: dawn.merrill@atcgs.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

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CFW

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 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

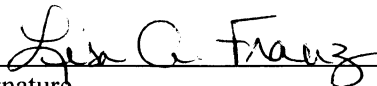
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

CARDNO ATC:



Signature



Signature

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

Stephen Drengson/Program Manager
Typed Name/Title

11-20-13
Date

10/30/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 46-0399408

Not Project Related

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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

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

Not Project Related

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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

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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/Microvac by TEM Chatfield Method Semi- Quantitative		Wipes/Microvac 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				

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

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

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

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

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

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

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

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**
- B. Acceptable back-up for billings shall include, but not be limited to:**
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
 - b. Records for all supplies, materials and equipment properly charged to the Services.**
 - c. Records for all travel pre-approved by District and properly charged to the Services.**
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

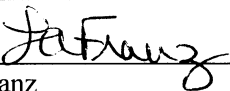
CONFLICT OF INTEREST CHECK

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 do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-135

**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: _____

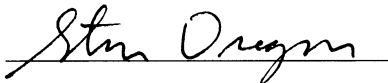
AND/OR

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 contact with District pupils.

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

Date: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: 

By: STEPHEN DRENSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENSON SR PM
CARLOS GALDAMEZ SA PM
BARRY HIETT SA 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.

Not Project Related

Project #13-135

- 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) and 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

Not Project Related

Project #13-135

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.

Not Project Related

Project #13-135

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, and 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 Bid 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 &

Not Project Related

Project #13-135

observation reports shall be provided on a weekly basis while work is 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 #: _____
 PROJECT TYPE: **New Const./Modernization**
 DATE: _____
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____

VENDOR NAME

SUBCONTRACTOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

STEP 2 STEP 1

Step 2 enter the value completed in this column. The percentage amounts will change automatically.
 Step 1 manually enter the values from last month's Green column. No change automatically.

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	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!

Send Invoice & Release to this file

- 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-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

Subsequent Billings

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

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



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:		
INSURED ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue De Jean Suite 200 Lafayette LA 70508 USA	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:			

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			CA 3582949 Auto (AOS)	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CA 2714604 Auto (MA)	09/30/2013	09/30/2014	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PROU11781566	09/30/2013	09/30/2014	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC039901297 WC - AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$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**CANCELLATION**

Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville CA 94608 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
---	--

Holder Identifier :

Certificate No : 570051838093

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ACORD 25 (2010/05)

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RECEIVED NOV 01 2013

CFW



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED 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: Janet Penanhoat

Date of Meeting: 3/7/18

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

Approval of Letter of Intent to award Agreement #17-273 with Crown Castle Fiber/Sunesys per RFP #17-03, Wide Area Network Digital Transmission Services E-Rate 2018-19 (Penanhoat/Mitchell)

RFP's were solicited per RFP #17-03 for Wide Area Network services pursuant to Public Contract Code 20110. Three proposals were received and opened on February 21, 2018 at 4:00PM. All bids were evaluated against criteria outlined in RFP #17-03 and the winning bidder was identified. It is requested that the Board of Trustees approve the attached Letter of Intent to award Agreement #17-273 to Crown Castle Fiber/Sunesys as the low, responsive and responsible bidder.

This is a continuation of our existing arrangement for Wide Area Network Digital Transmission Services. The contract will be for a period of 3 years, effective July 1, 2018 through June 30, 2021.

E-Rate will fund a portion of the cost of this agreement based on the District's annual qualifying FRMP (Free and Reduced Meal Program) which is currently at 90%.

The Letter of Intent is required in order to meet the E-Rate submission deadline for 2018-19 and Agreement #17-273 will be presented for the Board's ratification at a future meeting.

FISCAL IMPACT:

\$183,600.00 per year (\$15,300.00 per month):	\$165,240.00 – E-Rate
	\$ 18,360.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer, that the Board of Trustees approve the attached Letter of Intent to award Agreement #17-273 to Crown Castle Fiber/Sunesys, per RFP #17-03 for Wide Area Network Digital Transmission Services E-Rate 2018-19, for the total annual cost of \$183,600.00, and a 3 year total cost of \$550,800.00.

ADDITIONAL MATERIALS:

Attached: Letter of Intent (1 Page)
Bid Matrix (1 Page)

February 26, 2018

Crown Castle Fiber/Sunesys
Attn: Jonathan Rosen
226 N. Lincoln Avenue
Corona, CA 92882

To Whom It May Concern:

This letter will confirm Oxnard School District's decision to enter into Agreement #17-273 to purchase Wide Area Network Digital Transmission Services from Crown Castle Fiber/ Sunesys in the amount not to exceed \$15,300.00 monthly. This agreement is for the term of 36 months (07/01/2018 to 06/30/2021) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the award of associated E-rate funding and a purchase order for the District's portion will be issued upon receipt of an approved Funding Commitment Decision Letter (FCDL).

This project is 100% contingent upon the approval of the Board of Trustees of the Oxnard School District and the full execution of this contract.

To accept these terms and conditions, please sign below and return via email to Lisa A. Franz, Director of Purchasing at LFranz@oxnardsd.org. Please mail a copy with your original signature as soon as possible.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with Crown Castle Fiber / Sunesys on this project.

APPROVAL:

OXNARD SCHOOL DISTRICT:

CROWN CASTLE FIBER/SUNESYS:

Signature

Signature

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

Typed Name/Title

Date

Date

E-Rate Bid Assessment Worksheet
 Funding Year 2018

District Name Oxnard School District

Bid # (if applicable) RFP NUMBER 17-03 - WAN E-Rate 18-19

Form 470# 180015563

Bid Due Date and Time 2/21/18 4:00 PM PST

Allowable Contract Date 2/13/2018

Project or Service

Description

NARRATIVE

Function	Min Capacity	Max Capacity	Entities	Quantity	Units
Transport Only - No ISP Service Included	1 Gbps	10 Gbps	20	20	Circuits
Leased Lit Fiber	1 Gbps	10 Gbps	20	20	Circuits

OXNARD SCHOOL DISTRICT (OSD) has an on-going strategic plan which includes telecommunication services, connectivity, and support. OSD's technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. Wide Area Network Digital Transmission Services: Please provide quotes for the following bandwidths: 1 Gbps and 10 Gbps. WAN connections are Point-to-Point from each site back to District Office.

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

**** Evaluated on pricing for all Locations listed on RFP except Juan Soria**

	**Existing Sites	**18 Sites	**Existing Sites	EPL PTP	EP LAN	*60 - Month	**Existing Sites	**Existing Sites	EPL PTP	EP LAN	*60 - Month			
Cost of E-rate eligible service **MONTHLY	\$ 15,300.00	\$ 17,181.90	\$ 13,500.00	\$ 9,360.00	\$ 22,193.00	\$ 15,040.80	\$ 32,400.00	\$ 64,552.50	\$ 25,200.00	\$ 15,804.00	\$ 29,033.00	\$ 53,117.10		
Cost of E-rate ineligible service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Cost of Service to District*	\$ 15,300.00	\$ 17,181.90	\$ 13,500.00	\$ 9,360.00	\$ 22,193.00	\$ 15,040.80	\$ 32,400.00	\$ 64,552.50	\$ 25,200.00	\$ 15,804.00	\$ 29,033.00	\$ 53,117.10		
No.	Factor	Total Points Available	Sunesys - 36 Mo. Renewal 1GB	Frontier - 36 Mo. 1GB	Sunesys - 60 Mo. Renewal 1GB	Spectrum - 60 Mo. 1GB	Spectrum - 60 Mo. 1GB	Frontier - 60 Mo. 1GB	Sunesys - 36 Mo. Renewal 10GB	Frontier - 36 Mo. 10 GB	Sunesys - 60 Mo. Renewal 10GB	Spectrum - 60 Mo. 10GB	Spectrum - 60 Mo. 10GB	Frontier - 60 Mo.- 10 GB
1	Price of the E-Rate eligible goods and services (single most heavily weighted criteria)	45	45	40										
2	Past Experience with Oxnard School District	20	20	20										
3	Providers' ability to deliver service at start of funding year	20	20	20										
4	Conformance to RFP/Proposal instructions	15	15	13										
	Total Points	100	100	93	0	0	0	0	0	0	0	0	0	0

* Total cost can include district man hours for training, transition of services, etc...

**Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

Winning Bidder: Sunesys 36 mo. Renewal 1GB

Disqualified Bidders and reason for disqualification:
 Only evaluated 1 GB /36 month terms.

Vendor Selected: Sunesys 36 mo. Renewal 1GB
 Approved By: Chief Information Officer
 Title: Chief Information Officer
 Date: 2/26/2018

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer, that the Board of Trustees approve the attached Letter of Intent to award Agreement #17-274 to Frontier Business, per RFP #17-03 for Internet Access Services/Internet Service Provider E-Rate 2018-19, for the total annual cost of \$23,051.40, and a 5 year total cost of \$115,257.00.

ADDITIONAL MATERIALS:

Attached: Letter of Intent (1 Page)
Bid Matrix (1 Page)

February 26, 2018

Frontier Business
Attn: Mark Moghtaderi
401 Merritt 7
Norwalk, CT 06851

To Whom It May Concern:

This letter will confirm Oxnard School District's decision to enter into Agreement #17-274 to purchase Internet Service Provider (ISP)/Internet Access Services from Frontier Business in the amount not to exceed \$23,051.40 annually. This agreement is for the term of 60 months (07/01/2018 to 06/30/2022) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the award of associated E-rate funding and a purchase order for the District's portion will be issued upon receipt of an approved Funding Commitment Decision Letter (FCDL).

This project is 100% contingent upon the approval of E-Rate funding from the Universal Service Fund Schools and Libraries Program. Even after award of projects, the Oxnard School District may or may not proceed with the project, in whole or in part, even in the event E-Rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of Oxnard School District.

To accept these terms and conditions, please sign below and return via email to Lisa A. Franz, Director of Purchasing at LFranz@oxnardsd.org. Please mail a copy with your original signature as soon as possible.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with Frontier Business on this project.

APPROVAL:

OXNARD SCHOOL DISTRICT:

FRONTIER BUSINESS:

Signature

Signature

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

Typed Name/Title

Date

Date

E-Rate Bid Assessment Worksheet
Funding Year 2018

District Name Oxnard School District

Bid # (if applicable) RFP NUMBER 17-03 - WAN E-Rate 18-19

Form 470# 180015563

Bid Due Date and Time 2/21/18 4:00 PM PST

Allowable Contract Date 2/13/2018

Project or Service

Function	Min Capacity	Max Capacity	Entities	Quantity	Units
Internet Access & Transport Bundled	1 Gbps	10 Gbps	20	1	Circuits
Transport Only - No ISP Service Included	1 Gbps	10 Gbps	20	1	Circuits
Internet Access: ISP Service Only	1 Gbps	10 Gbps	20	1	Circuits
Leased Lit Fiber	1 Gbps	10 Gbps	20	1	Circuits

NARRATIVE

Oxnard School District (OSD) is requesting bid proposals scalable Internet Access Services: Please provide quotes for the following bandwidths delivered to the Oxnard School District's District Office: 1 Gbps, 3 Gbps, and 5 Gbps. Minimum of a 25 dedicated IP address in numerical order in the same subnet. Please include any NON-Reoccurring costs associated with the installation for services. Please refer to the RFP #17-03 - WAN E-Rate 18-19 for more information

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

	*3+2 Years	*3+2 Years	*3+2 Years	*3+2 Years	*60 - Month	*60 - Month	*60 - Month	*60 - Month	*36 - Month	*36 - Month	*36 - Month	*36 - Month	*60 - Month	*60 - Month	*60 - Month	*60 - Month	*60 - Month
Cost of E-rate eligible service	\$ 45,500.00	\$ 59,500.00	\$ 75,500.00	\$ 85,500.00	\$ 14,064.00	\$ 37,512.00	\$ 54,708.00	\$ 70,380.00	\$ 11,934.60	\$ 29,475.00	\$ 38,340.00	\$ 50,340.00	\$ 10,627.20	\$ 23,051.40	\$ 29,951.40	\$ 41,940.00	\$ -
Cost of E-rate ineligible service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Service to District*	\$ 45,500.00	\$ 59,500.00	\$ 75,500.00	\$ 85,500.00	\$ 14,064.00	\$ 37,512.00	\$ 54,708.00	\$ 70,380.00	\$ 11,934.60	\$ 29,475.00	\$ 38,340.00	\$ 50,340.00	\$ 10,627.20	\$ 23,051.40	\$ 29,951.40	\$ 41,940.00	\$ -

No.	Factor	Total Points Available	VCednet - 1GB	VCednet - 2GB	VCednet - 3GB	VCednet - 4GB	Spectrum - 1GB	Spectrum - 3GB	Spectrum - 5 GB	Spectrum - 10 GB	Frontier - 1GB	Frontier - 3GB	Frontier - 5 GB	Frontier - 10 GB	Frontier - 1GB	Frontier - 3GB	Frontier - 5 GB	Frontier - 10 GB	
1	Price of the E-Rate eligible goods and services (single most heavily weighted criteria)	45			35			40									45		
2	Past Experience with Oxnard School District	20			20			20									20		
3	Providers' ability to deliver service at start of funding year	20			20			20									20		
4	Conformance to RFP/Proposal instructions	15			15			15									13		
Total Points		100	0	0	90	0	0	95	0	0	0	0	0	0	0	0	98	0	0

* Total cost can include district man hours for training, transition of services, etc...

**Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

Winning Bidder:

Frontier 60 Month - 3GB

Disqualified Bidders and reason for disqualification:

Vendor Selected:	Frontier 60 Month - 3GB
Approved By:	
Title:	Chief Information Officer
Date:	2/26/2018

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 3/7/18

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

Approval of Field Contract #FC-P18-03681 – David Atkin Construction Inc. (Penanhoat/West)

Proposals were solicited for Field Contract #FC-P18-03681, Removal of Fabric Tackboard from Classroom Walls at Frank School, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Wednesday, February 21, 2018.

It is requested that the Board of Trustees approve Field Contract #FC-P18-03681 to the lowest responsible bidder, David Atkin Construction Inc., who submitted the lowest responsive bid in the amount of \$7,040.00. The project will be funded through MSAP Funds.

FISCAL IMPACT:

\$7,040.00 – MSAP Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Project Director, MSAP, that the Board of Trustees approve Field Contract #FC-P18-03681 in the amount of \$7,040.00 with David Atkin Construction Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-03681, David Atkin Construction Inc. (3 Pages)

MUST BE TYPEWRITTEN
OXNARD SCHOOL DISTRICT
1051 South A Street • Oxnard, CA 93030
Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.:
FC-P18-03681

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 3/07/18, between **David Atkin Construction Inc.** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of **Seven Thousand Forty Dollars (\$7,040.00)**, payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 2/13/18.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on March 8, 2018 & be completed by the end of the day March 14, 2018.**

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of **One Hundred Dollars (\$100.00)** per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of **One Hundred Dollars (\$100.00)** for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading **"General Conditions"**.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF**, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Subcontractor List	<input type="checkbox"/> Performance/Payment Bonds
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Certificates/Liability Insurance	<input checked="" type="checkbox"/> Purchase Order No. <u>P18-03681</u>
<input type="checkbox"/> Drawings	<input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance	<input checked="" type="checkbox"/> Proposal dated <u>2/13/18</u>
<input type="checkbox"/> Supplemental Conditions		<input type="checkbox"/> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

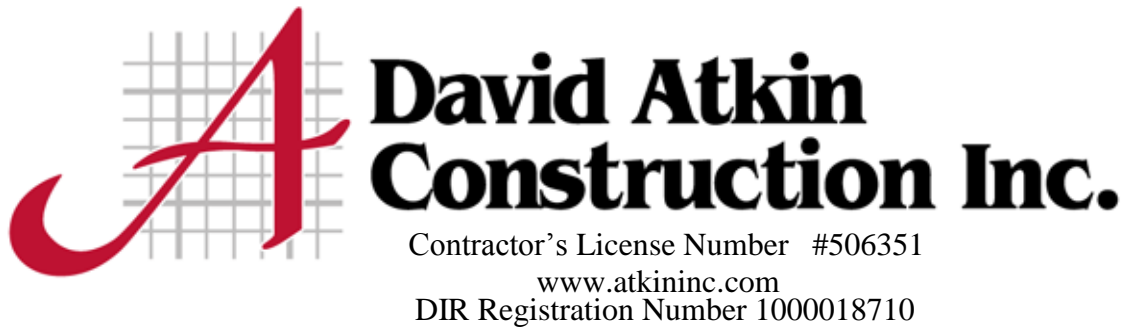
Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor's License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Orlando DeLeon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>MSAP Funds</u>

GENERAL CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and complete fully in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power in and through the power to furnish and complete the work as necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor competently performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, or damages on the uncompleted work.
6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence in the performance of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code 41777.5 et seq. for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1778 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
 - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinances, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work satisfies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and diving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinances, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to shut down the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine of one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of (in)adequacy of Contractor actions taken to correct an unsafe practice or situation is within the sole discretion of the District.
 - b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written approval of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substances brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from: Any and all claims, demands, costs of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is necessary to carry out this contract. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such a third person, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District with 30 days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including supplies, materials, precast concrete, temporary structures, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, withholding and other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subcontractors, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work covered by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, if or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel production application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fees imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for observation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be satisfactory in all respects, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spalls, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such additions, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and the amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
38. **CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
39. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
40. **KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
41. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



2/13/2018

Oxnard School District

RE: Frank Elementary School

Bid to remove fabric tackboard from classroom walls

Repair drywall as needed, ready for paint.

\$7,040.00

Regards,

David Atkin

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 03/07/18

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 _____

Purchase Order/Draft Payment Report #17-06(Penanhoat/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 1/26/2018 through 02/22/2018 for the 2017-2018 school year, for \$9,074,492.27.
2. A listing of Draft Payments issued 1/26/2018 through 02/22/2018 for the 2017-2018 school year, D7659-D7664 for the total amount of \$1,154.35.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-06 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #17-06 (12 Pages)

Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02097	Amazon Com	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	265.80
P18-03068	Vortex Industries, Inc	WAREHOUSE	Repairs	831.27
P18-03319	Azimi Corp dba American Food C o	DRIFFILL	MATL/SUPP-instructional	90.00
P18-03320	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	99.02
P18-03321	Office Depot Bus Ser Div	TRANSPORTATIOI	SUPPLIES	55.66
P18-03322	Office Depot Bus Ser Div	GRAPHICS	Materials and Supplies	75.41
P18-03323	Uline	WAREHOUSE	Stores Supplies	635.24
P18-03324	Henry Schein	WAREHOUSE	Stores Supplies	164.47
P18-03336	Sams Club 6455	MCKINNA	Materials & Supplies-Instructional	100.00
P18-03337	Scholastic Inc	CURREN	mat/sup - instructional	71.39
P18-03338	Scholastic Inc	CURREN	mat/sup - instructional	104.39
P18-03339	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	800.55
P18-03340	Amazon Com	Special Ed	Mat's	13.99
P18-03341	Amazon Com	DRIFFILL	MATL/SUPP-instructional	747.38
P18-03342	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	746.94
P18-03343	Oriental Trading Co Inc	DRIFFILL	MATL/SUPP-instructional	153.01
P18-03344	Scholastic Inc	CURREN	mat/sup - instructional	178.48
P18-03345	Walmart	DRIFFILL	MATL/SUPP-instructional	215.00
P18-03346	IO EDUCATION LLC	DRIFFILL	CONF-Instructional	249.00
P18-03347	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	495.65
P18-03348	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	899.71
P18-03349	Ventura Co Office Of Education	DRIFFILL	CONF-instructional	120.00
P18-03350	Parent Project Inc	MCAULIFFE	MAT/SUPL-Instructional	639.33
P18-03351	THE HUMAN SOLUTION	Special Ed	Matls	284.40
P18-03352	RJ Cooper & Associates, Inc	Special Ed	Mat's	69.00
P18-03353	ACSA	Special Ed	CONF(SERRANO-ECC)	425.00
P18-03354	TeachersPay Teachers	Special Ed	MAT/SUPP (M.MENDEZ)	30.63
P18-03355	Curriculum Associates Inc	Special Ed	MATL/SUPL	433.25
P18-03356	Pearson	Special Ed	MAT/SUPL	502.66
P18-03357	SUMMIT PROFESSIONAL ED, LLC	RITCHEN	CONF-Instructional	479.98
P18-03358	Pearson	Special Ed	MATL/SUPL	200.20
P18-03359	Zilprint Publishing	Special Ed	MATL/SUPL	196.68
P18-03360	Super Duper Inc	Special Ed	MATL/SUP (A. Dominguez)	147.61
P18-03361	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	180.00
P18-03362	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (2/2/18)	20.00
P18-03363	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP MSAP (Frank)	348.33
P18-03364	ADORAMA INC	ED SERVICES	MATL/SUP Frank	816.72
P18-03365	Nasco	ED SERVICES	MATL/SUP Frank	757.86
P18-03366	ADORAMA INC	ED SERVICES	MATL/SUP Frank	461.80
P18-03367	Nasco	ED SERVICES	MATL/SUP Frank	757.70
P18-03368	ADORAMA INC	ED SERVICES	MATL/SUP Frank	461.80
P18-03371	MHS Inc	Special Ed	MATL/SUPL	474.79
P18-03372	Costco Wholesale	RISK MGMT	Materials & Supplies	323.25
P18-03374	Scholastic Inc	ED SERVICES	MATL/SUP Frank	122.84

*** 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

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03375	VENTURA CO SCHOOL BOARDS ASSOC ATTN; STEVE BLUM,TREASURER	SUPERINTENDEN	Conf	40.00
P18-03376	CABE	HAYDOCK	CONF/PARENT PARTICIPATION	355.00
P18-03377	Oxnard Performing Arts Center	ED SERVICES	RENT	590.00
P18-03378	School Serv Of Calif Inc	Special Ed	CONF (Sugden & Garibay)	630.00
P18-03379	School Serv Of Calif Inc	Special Ed	CONF (K.Haidet)	315.00
P18-03380	School Serv Of Calif Inc	BUSINESS	CONF	645.00
P18-03381	School Serv Of Calif Inc	BUSINESS	CONF	215.00
P18-03382	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP (Frank)	487.32
P18-03383	Staples Direct	ED SERVICES	MATL/SUP Frank	126.55
P18-03384	Southwest Airlines	SUPERINTENDEN	Conf & Travel	127.97
P18-03385	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	102.06
P18-03386	Amazon Com	ED SERVICES	MATL/SUP Frank	69.49
P18-03387	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP Frank	814.42
P18-03388	Amazon Com	ED SERVICES	MATL/SUP Frank	69.49
P18-03389	Staples Direct	ED SERVICES	MATL/SUP Frank	178.78
P18-03390	CASBO	Pupil Srvs	CONF	45.00
P18-03391	Home Depot Inc	ED SERVICES	MATL/SUPP	505.34
P18-03392	Uline	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	152.72
P18-03393	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	105.05
P18-03394	Pitsco Inc	ED SERVICES	MATL/SUP (Frank)	386.58
P18-03395	Ward's Science	ED SERVICES	MATL/SUP Frank	782.68
P18-03396	MyWhiteBoards.com	ED SERVICES	MAT/SUP Frank	216.78
P18-03397	Wieser Educational Inc	ED SERVICES	MATL/SUP Frank	298.39
P18-03398	ACP Direct	ED SERVICES	MATL/SUP Frank	961.59
P18-03399	Barnes And Noble	ED SERVICES	MATL/SUP Frank	68.86
P18-03400	Barnes And Noble	ED SERVICES	MATL/SUP Frank	68.86
P18-03401	Sacramento Holiday Inn	HAYDOCK	CONF/PARENT PARTICIPATION	689.72
P18-03402	Positive Promotions	ED SERVICES	MATL/SUP	462.44
P18-03403	Displays2go	ED SERVICES	MATL/SUP	14.04
P18-03404	JACINTO MENDETA MONICA'S FLOWE RS	ED SERVICES	MATL/SUP	300.00
P18-03406	Literacy Empowerment Foundatio	SAN MIGUEL	MATL/SUPP (Read Across America)	94.82
P18-03408	COUNTY OF VENTURA	FACILITIES	Fees	440.00
P18-03409	CUE, INC	ASSESS ACCOUN	Conf	359.00
P18-03416	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation (LBien)	500.00
P18-03418	Troxell Communications, Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	457.94
P18-03421	NETWORK CRAZE TECHNOLOGIES INC	SORIA	MATL/SUP (Instructional)	219.12
P18-03422	Musician's Friend, Inc	SORIA	MATL/SUP (Instructional)	581.72
P18-03423	Uline	CNS	supplies	107.37
P18-03424	Southern Calif Edison Co	BUSINESS	UTIL	500.00
P18-03429	Walmart	DRIFFILL	MATL/SUPP-instructional	150.00
P18-03430	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	10.83
P18-03431	Staples Direct	NFL	Mat/Sup	21.51
P18-03432	Palm Springs Riviera Resort	ASSESS ACCOUN	Conf	859.23

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ESCAPE ONLINE

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03435	School Specialty Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	108.20
P18-03436	Lakeshore Learning Materials-V	NFL	Mat/Sup	64.63
P18-03437	Ventura Co Office Of Education	MARSHALL	CONF - Instruction	125.00
P18-03438	Ventura Co Office Of Education	ED SERVICES	MSAP CONF	50.00
P18-03439	Ventura Co Office Of Education	ED SERVICES	CONF	410.00
P18-03440	Aswell Trophy And Engraving	ED SERVICES	MATL/SUPPL	655.12
P18-03441	Aswell Trophy And Engraving	ED SERVICES	MTLS/SUP	43.10
P18-03442	Ventura Co Office Of Education	MARSHALL	CONF - Instruction	125.00
P18-03443	Lowe's	PURCHASING	MATLS/ LW MOVE	431.00
P18-03444	HOSPITALITY EXPRESS LLC HOLIDA Y INN EXPRESS- ONTARIO	HR	Conf-	812.16
P18-03447	ALASKA AIRLINES INC	ED SERVICES	CONF	275.60
P18-03448	Office Depot Bus Ser Div	NFL	Mat/Sup	95.33
P18-03449	United Airlines, Inc	ED SERVICES	CONF	357.60
P18-03450	Office Depot Bus Ser Div	KAMALA	Material & Supply-Admin	64.10
P18-03451	Hilton Los Angeles Airport	ED SERVICES	CONF	304.42
P18-03452	Sheraton Grand Sacramento	SUPERINTENDEN	Travel	401.24
P18-03454	School Health Corporation	WAREHOUSE	Stores Supplies	581.20
P18-03456	School Health Corporation	Pupil Srvs	MATL/SUP	149.43
P18-03457	Superior Sanitary Supplies	KAMALA	Materials & Supplies-Admin	204.67
P18-03458	Aswell Trophy And Engraving	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	65.94
P18-03459	Walmart	Pupil Srvs	MATL/SUP	400.00
P18-03460	Reflective Image	TRANSPORTATIO	SUPPLIES	219.56
P18-03461	Natl Assoc School Nurs	Pupil Srvs	MEMB	105.00
P18-03462	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instructional	184.17
P18-03465	Amazon Com	Pupil Srvs	MATL/SUP	17.65
P18-03466	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	70.21
P18-03467	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	57.60
P18-03468	El Pollo Norteno Inc	RISK MGMT	Materials & Supplies	646.50
P18-03469	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	124.77
P18-03470	Amazon Com	SUPERINTENDEN	Mat & Sup	100.00
P18-03471	Santa Barbara Museum of Natura l History	KAMALA	SERVICES-INST	100.00
P18-03474	Petroleum Telcom Inc DBA Telec om	RITCHEN	MATL/SUP-Instructional	78.61
P18-03475	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	540.91
P18-03476	Gopher Sport	FREMONT	MATL/SUP-INSTRUCTIONAL	348.46
P18-03478	Ventura Co Office Of Education	HARRINGTON	CONFERENCE INSTRUCTION	780.00
P18-03479	MARIE GRACE GREGORIO-OVIEDO	ED SERVICES	HYDOCK/FRANK SERV	750.00
P18-03480	Alhambra Foundry Co., LTD	FACILITIES	Materials and Supplies	325.04
P18-03482	Ventura Co Office Of Education SELPA	SAN MIGUEL	MATL/SUPP (SELPA pub)	40.00
P18-03483	Carolina Biological Supply	ED SERVICES	MATL/SUP Haydock	143.52
P18-03484	Teachers Pay Teachers	ED SERVICES	MATL/SUP Haydock	96.96

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03485	ADORAMA INC	ED SERVICES	MATL/SUP FRANK	297.30
P18-03486	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP FRANK	290.87
P18-03487	Ward's Science	ED SERVICES	MATL/SUP FRANK	312.13
P18-03488	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	93.96
P18-03489	Sweetwater Sound Inc Sweetwater Music Ed Tech	ED SERVICES	MATL/SUP Haydock	215.49
P18-03490	Ventura Co Office Of Education	RITCHEN	CONF-Instructional	120.00
P18-03491	Univ Of Southern California	FACILITIES	Conference	100.00
P18-03492	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	400.00
P18-03493	CPI	Special Ed	MEMBERSHIP (BOLOGNINO)	150.00
P18-03496	Corporate Graphics and Printing Inc	Special Ed	materials/supplies	246.53
P18-03498	California School Boards Assoc	BUSINESS	CONF	199.00
P18-03499	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	302.86
P18-03500	Home Depot Inc	ED SERVICES	MATL/SUP Haydock	200.50
P18-03501	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP Haydock	301.67
P18-03503	School Serv Of Calif Inc	SAN MIGUEL	CONF (SSC Training)	430.00
P18-03504	Office Depot Bus Ser Div	SAN MIGUEL	MATL/SUPP (Infant)	94.01
P18-03505	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP Haydock	96.87
P18-03506	Blick Art Materials	ED SERVICES	MATL/SUP Haydock	71.45
P18-03507	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP Haydock	653.07
P18-03509	Amazon Com	ED SERVICES	MATL/SUP Haydock	161.33
P18-03510	Sams Club 6455	ERC	Mat/Sup	60.00
P18-03512	Barnes And Noble	ED SERVICES	MATL/SUP Haydock	275.41
P18-03513	Gopher Sport	BREKKE	Mat/Sup-Instructional	542.70
P18-03514	Jones School Supply Co Inc	BREKKE	Mat/Sup-Instructional	231.66
P18-03515	WPS	SAN MIGUEL	MATL/SUPP (Infant)	353.25
P18-03516	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	114.71
P18-03518	Gopher Sport	ED SERVICES	MATL/SUP Haydock	627.45
P18-03519	Gopher Sport	ED SERVICES	MATL/SUP Haydock	663.76
P18-03520	Gopher Sport	ED SERVICES	MATL/SUP Haydock	877.28
P18-03521	Div Of The State Architect	FACILITIES	DSA fees Ramona	500.00
P18-03524	Office Depot Bus Ser Div	ASSESS ACCOUNT	MATL	107.48
P18-03527	PANERA BREAD CAFE	ASSESS ACCOUNT	MATL	400.00
P18-03528	Aswell Trophy And Engraving	ASES	MTL/SUPL	100.00
P18-03529	Monterey Marriott	ASES	CONF	344.06
P18-03530	Monterey Marriott	ASES	CONF	344.06
P18-03531	Southwest Airlines	ED SERVICES	CONF	255.94
P18-03532	Barnes And Noble	ED SERVICES	MATL/SUP Haydock	566.05
P18-03534	HOMEWOOD HERITAGE INN OF RANCH O CUCAMONGA	BREKKE	TRAV/CONF-INSTRUCTIONAL	626.02
P18-03535	Lakeshore Learning Materials-V	LEMONWOOD	MATL/SUP-Instructional	246.72
P18-03536	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	500.00
P18-03538	ACP Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	447.26
P18-03547	Best Buy	SUPERINTENDEN	Mat & Sup	118.51
P18-03548	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL/ADMIN	200.00
P18-03549	Ventura Co Office Of Education	MCKINNA	conf-instructional	240.00

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03550	Ventura Co Office Of Education	RAMONA	CONF - Instruction	125.00
P18-03551	Ventura Co Office Of Education	ED SERVICES	Conf/Travel	250.00
P18-03552	CDW G	PURCHASING	MTLS/ SUPL	339.52
P18-03553	Ventura Co Star	PURCHASING	LEGAL AD (17-05 CLEAN ENERGY)	523.92
P18-03554	Ventura Co Star	PURCHASING	LEGAL AD (17-04 HVAC)	722.52
P18-03556	Underwood Family Farms	HARRINGTON	ADMISSION FEE INSTRUCTION	938.00
P18-03558	Factory Express	GRAPHICS	Materials and Supplies	463.76
P18-03561	CN School & Office Sol, Inc Cu Iver-Newlin	RITCHEN	MATL/SUP (NEMETS - TP-6)	160.64
P18-03563	Lakeshore Learning Materials-V	RITCHEN	MAT/SUP-Instructional	250.00
P18-03564	CABE	SORIA	CONF (Instructional)	760.00
P18-03565	Kaplan Early Learning Company	RITCHEN	MATL/SUP-Instructional	12.21
P18-03566	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	341.86
P18-03567	Oriental Trading Co Inc	RITCHEN	MAT/SUP-Instructional	158.28
P18-03570	ALTA LIFT INC	FACILITIES	Prof Service	500.00
P18-03571	Batteries Plus	WAREHOUSE	Stores Supplies	651.67
P18-03572	Printech	WAREHOUSE	Stores Supplies	795.20
P18-03574	Calif Band Directors Assoc	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	190.00
P18-03575	Santa Barbara Zoo	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	606.00
P18-03576	Lakeshore Learning Materials-V	KAMALA	Materials & Supplies-Instructional	484.75
P18-03577	CDW G	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	179.92
P18-03578	Amazon Com	ED SERVICES	MAT/SUP	561.70
P18-03579	Positive Promotions	LEMONWOOD	MAT/SUPP (instrcutional)	157.77
P18-03580	Monster Technology LLC	KAMALA	Materials & Supplies-Admin	730.55
P18-03582	Walmart	MCKINNA	Materials & Supplies-Instructional	100.00
P18-03583	Walmart	MCKINNA	Materials & Supplies-Instructional	100.00
P18-03585	CONTROLTEC INC	NFL	Maint	234.33
P18-03586	Oxnard Chamber Of Commerce	SUPERINTENDEN	Membership	750.00
P18-03587	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (Partitions)	633.39
P18-03588	Scholastic Inc	SAN MIGUEL	MATL/SUPP (S M)	790.16
P18-03589	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	269.42
P18-03590	University of California Press	SUPERINTENDEN	Mat & Sup	490.71
P18-03591	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instr	21.67
P18-03592	Southwest Airlines	BUSINESS	CONF	262.97
P18-03593	HOMEWOOD HERITAGE INN OF RANCH O CUCAMONGA	DRIFFILL	CONF-instructional	581.14
P18-03594	HYATT PLACE EMERYVILLE/ SAN FR ANCISCO BAY AREA	BUSINESS	CONF	167.17
P18-03595	CANON SOLUTIONS AMERICA INC	PURCHASING	Service	180.00
P18-03596	Petroleum Telcom Inc DBA Telecom	SAN MIGUEL	MATL/SUPP (Radios)	409.45
P18-03598	Lightspeed Systems Sales, Inc	ED SERVICES	online license	500.00
P18-03603	Nasco	FREMONT	MAT/SUPP- INSTRUCTION	326.33
P18-03610	Uline	WAREHOUSE	Stores Supplies	697.44
P18-03612	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	43.10
P18-03615	Dell Direct Sales Lp	TRANSPORTATIO	EQUIPMENT	945.44
P18-03617	Rigo's Automotive Inc	TRANSPORTATIO	SERVICE	600.00
P18-03620	Ventura Co Office Of Education	DRIFFILL	CONF-instructional	60.00

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-03621	Ventura Co Office Of Education	Pupil Srvs	CONF	70.00	
P18-03624	Supershuttle-Sacramento	BUSINESS	CONF	59.00	
P18-03625	Ventura Co Office Of Education	ELM	Conf - Instructional	120.00	
P18-03626	Dual Language Education of New Mexico	SORIA	BKS (Instructional)	99.22	
P18-03627	La Quinta Inn & Suites	ED SERVICES	CONF/TRAVEL	570.24	
P18-03628	RIVIERA RESORT & SPA	ASES	CONF	708.92	
P18-03629	Walmart	Pupil Srvs	MATL/SUP	100.00	
P18-03630	Amazon Com	Pupil Srvs	MATL/SUP	82.30	
P18-03631	CAG	FREMONT	TRAV/CONF-INSTRUCTIONAL	395.00	
P18-03632	IO EDUCATION LLC	FREMONT	TRAV/CONF -INST	249.00	
P18-03634	HYATT PLACE EMERYVILLE/ SAN FRANCISCO BAY AREA	SUPERINTENDEN	Conference/Travel	167.17	
P18-03635	Hyatt Regency Sacramento	SUPERINTENDEN	Conference/Travel	367.30	
P18-03636	Embassy Suites Hotel Sacramen	ASES	CONF	378.55	
P18-03638	RESIDENCE INN MARRIOTT ONTARIO	FREMONT	TRAV/CONF - INSTRUCTIONAL	266.64	
P18-03642	Gopher Sport	SIERRA LINDA	Matl/Sup - Instructional	180.70	
P18-03643	Headsets Com Inc	CNS	supplies	64.60	
P18-03645	Petroleum Telcom Inc DBA Telecom	RITCHEN	MATL/SUP-Instructional	75.43	
P18-03646	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	19.17	
P18-03647	Acorn Appliance Service LLC	CNS	services	377.13	
P18-03648	CSU Channel Islands	HR	Recruit-	275.00	
P18-03649	DAVID ROGERS	HR	Serv-	957.86	
P18-03650	CALIF DEPT. OF GENERAL SVCS	HR	Serv-	390.00	
P18-03651	ACSA	HR	Conf-	590.00	
P18-03652	Old Mission Santa Barbara, Inc	SORIA	SERV (Instructional)	447.00	
P18-03653	Santa Barbara Museum of Natural History	MCAULIFFE	SERV-Instructional	200.00	
P18-03654	TOTALLY WIRELESS GPS INC	TRANSPORTATIO	SERVICE	819.02	
P18-03655	Dept Of Toxic Substances Ctr	FACILITIES	Fees / Doris & Patterson	312.60	
P18-03656	California School Boards Assoc	ED SERVICES	CONF	199.00	
P18-03657	Juan Gonzan DBA Classic Upholstery	FACILITIES	Prof Service	500.00	
P18-03658	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONF (Instructional)	125.00	
P18-03659	Hyatt Regency Sacramento	ED SERVICES	CONF	585.10	
P18-03660	Four Points by Sheraton	ED SERVICES	CONF	261.06	
P18-03661	Southwest Airlines	ED SERVICES	CONF	653.88	
P18-03662	Southwest Airlines	ASES	CONF	127.97	
P18-03663	Southwest Airlines	SUPERINTENDEN	Conference/Travel	394.96	
P18-03664	Southwest Airlines	SUPERINTENDEN	Conference/Travel	177.97	
P18-03667	Lakeshore Learning Materials-V	CNS	supplies	283.75	
P18-03669	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	178.40	
Total Number of POs			253	Total	83,198.85

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	242	80,219.11
120	CHILD DEVELOPMENT FUND	3	394.29
130	CAFETERIA FUND	4	832.85
214	BOND FUND MEASURE D 2016	4	1,752.60
Total Fiscal Year 2018			83,198.85
Total			83,198.85

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-00201	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-00240	1,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	500.00
P18-00261	600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	200.00
P18-00289	40,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,426.82-
P18-00657	495.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	45.00
P18-00724	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	354.37
P18-00915	1,540.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	489.11
P18-01232	875.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	75.00
P18-01524	25,000.00	130-5600	CAFETERIA FUND/RENTALS, LEASES AND REPAIRS	10,000.00-
P18-01687	475.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	176.11
P18-02396	2,027.20	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	184.00
P18-02968	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	280.67
P18-03067	2,958.39	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.87
P18-03233	71,297.20	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,384.04-
P18-03614	1,750.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	525.00
			Total PO Changes	19,423.73-

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00047	P And R Paper Supply Co	CNS	stores	5,714.01
NP18-00048	Gold Star Foods	CNS	stores	33,721.66
NP18-00049	Gold Star Foods	CNS	stores	35,127.02
NP18-00050	P And R Paper Supply Co	CNS	stores	6,447.97
NP18-00052	Gold Star Foods	CNS	stores	37,439.13
P14-00044	Caldwell Flores Winters, Inc	BUSINESS	SERVICE	8,087,146.72
P18-00076	CCI Office Technologies	PURCHASING	SUPPLIES	2,600.00
P18-02729	Kodable	MCKINNA	subscription- instructional	1,500.00
P18-03208	Greenfield Learning Inc	RAMONA	SOFT - Instruction	9,500.00
P18-03325	Veritiv Operating Company	WAREHOUSE	Stores Supplies	10,787.39
P18-03326	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	6,574.88
P18-03327	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,177.30
P18-03328	Autolift Services, Inc	TRANSPORTATIO	SERVICES	1,025.00
P18-03329	Harbor Freight Tools	TRANSPORTATIO	SUPPLIES	2,000.00
P18-03330	ANDY GUMP INC.	LEMONWOOD	SERV	1,819.50
P18-03331	ANDY GUMP INC.	LEMONWOOD	SERV	4,246.29
P18-03332	Ventura Co Office Of Education	Special Ed	SERV (KR071607)	3,040.24
P18-03333	Ventura Co Office Of Education	Special Ed	SERV (PL031809)	10,780.00
P18-03334	Ventura Co Office Of Education	Special Ed	SERV (IR033009)	16,620.80
P18-03335	Ventura Co Office Of Education	Special Ed	SERV (LG102505)	47,335.96
P18-03369	Academic Therapy Publication	Special Ed	MATL/SUPL	1,030.31
P18-03370	Pearson	Special Ed	MATL/SUPL	1,021.86
P18-03373	Constance Marie Halpern Mrs. F igs' Bookworm	ED SERVICES	MATL/SUP Frank	1,417.50
P18-03405	Amazon Com	SORIA	MATL/SUP(Instructional)	2,149.95
P18-03407	PACIFIC LEARNING	HARRINGTON	MATERIALS AND SUPPLIES- INSTRUCTION	1,544.00
P18-03410	Chumash Indian Museum	MCAULIFFE	SERV-Instructional	1,162.00
P18-03411	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	18,670.50
P18-03412	Curriculum Associates Inc	Special Ed	MATL/SUPL	2,411.99
P18-03413	Pearson	Special Ed	MATL/SUPL	3,135.67
P18-03414	WPS	Special Ed	MATL/SUPL	2,096.71
P18-03415	COUNTY OF VENTURA	FACILITIES	Fees	1,217.00
P18-03417	Pro Image Sports	SORIA	MATL/SUP (Instructional)	1,600.00
P18-03419	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	62,500.00
P18-03420	Criterion Environmental Inc	BUSINESS	SERV	4,110.00
P18-03425	Dell Direct Sales Lp	PURCHASING	BLDG	31,341.09
P18-03426	Dell Direct Sales Lp	PURCHASING	BLDG	31,341.09
P18-03427	Aztec Technology Corp	ED SERVICES	EQUIP (STORAGE CONTAINERS)	8,791.32
P18-03428	EF Explore America, Inc	LEMONWOOD	TRAVEL - Instructional	11,913.00
P18-03433	Underwood Family Farms	RAMONA	Service-Instructional	1,264.00
P18-03434	Grainger Inc	WAREHOUSE	Supplies	1,054.74
P18-03445	Myers Stevens And Toohey And	SORIA	INS (Instructional)	1,043.00
P18-03446	Calif Dept Of Educ	HR	Serv-	21,905.00
P18-03453	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P18-03455	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,995.88
P18-03463	Amazon Com	LEMONWOOD	BOND/MTLS (LEM)	1,375.59
P18-03464	Uline	PURCHASING	MTLS (LEM/ HAR)	3,823.01

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03472	School Tech Supply	ENGLISH LEARNE	MAT/SUPL	1,524.90
P18-03473	Little Kids Rock	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,152.85
P18-03477	Lakeshore Learning Materials-V	LEMONWOOD	BOND/MATL-SUP (1st GRADE - CLASSROOM RUGS)	1,961.27
P18-03494	Ventura Co Office Of Education	Special Ed	SERV (HH)	3,496.37
P18-03495	Ventura Co Office Of Education	Special Ed	CONF(PARENT)	2,500.00
P18-03497	Hueneme School District	BUSINESS	Tuition	25,147.00
P18-03508	Lowe's	ED SERVICES	MATL/SUP Haydock	1,149.04
P18-03511	Barco Products Company	FACILITIES	Equip	2,386.21
P18-03517	Total Clean	FACILITIES	Prof Service	2,000.00
P18-03522	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	FACILITIES	Fees / Mckinna	3,386.65
P18-03523	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / McAuliffe Kinder Flex	3,600.00
P18-03525	NAEYC	NFL	Conf/Travel	1,116.00
P18-03526	Caeyc Conference Registration	NFL	Conf/Travel	5,175.00
P18-03533	Agromin	ED SERVICES	MATL/SUP Haydock	2,097.89
P18-03537	Virco, Inc	FRANK	MATL/SUP (MSAP SMART LAB)	5,871.03
P18-03539	School Outfitters	ED SERVICES	MATL/SUP Fremont	1,526.04
P18-03540	Virco, Inc	FREMONT	MATL/SUP(MSAP SMART LAB)	5,871.03
P18-03541	City of Downey Columbia Memorial Space Center	ASES	SERV	2,229.00
P18-03542	United Airlines, Inc	ASES	CONF	1,209.20
P18-03543	Perma Bound Books	HAYDOCK	BKS/SUPPLIES-INSTRUCTION	1,994.17
P18-03544	ASR Construction, Inc	FACILITIES	Prof Service / Rose Ave	3,436.40
P18-03545	VENTURA UNIFIED SCHOOL DIST	BUDGET	Tuition/Excess Cost	60,047.00
P18-03546	ACSA	RISK MGMT	Membership Dues	1,239.75
P18-03555	ACP Direct	ED SERVICES	MTLS/SUPP	1,360.74
P18-03557	Miguel Mijares M & M Sports	ED SERVICES	MATL/SUPL	1,131.38
P18-03559	CABE	ED SERVICES	CONF/TRAVEL	1,790.00
P18-03560	California Lutheran University	ED SERVICES	Conf/Travel	1,400.00
P18-03562	MOVEGREEN INC.	FACILITIES	SERV (LEMONWOOD MOVE 2-3-18)	1,500.00
P18-03568	Hose-Man Inc	FACILITIES	Misc Supplies	1,000.00
P18-03569	Sports Facilities Group, Inc	FACILITIES	Prof Service / Frank	5,250.00
P18-03573	CENTER FOR DEVELOPING KIDS INC	Special Ed	SERV	3,000.00
P18-03581	First Picks Bread Co VII Panera Bread	ED SERVICES	CONF	1,500.00
P18-03584	CN School & Office Sol, Inc Cui Newlin	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	2,617.29
P18-03597	Newsela, Inc	ED SERVICES	License	21,000.00
P18-03599	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1)	25,997.80
P18-03600	TRI-COUNTY OFFICE FURNITURE	IT	EQUIP (Tech TOSAs)	2,007.21
P18-03601	TRI-COUNTY OFFICE FURNITURE	IT	MATL/SUP (Tech TOSAS)	2,775.58
P18-03602	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1)	6,963.61
P18-03604	KNOWLAND CONSTRUCTION SVCS	FACILITIES	BOND/BLDG/KINDER/FLEX PROJECTS)	73,800.00
P18-03605	LEAPS N BOUNDZ INC	Special Ed	SERV	3,000.00

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Includes Purchase Orders dated 01/26/2018 - 02/22/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-03606	Office Depot Bus Ser Div	LEMONWOOD	BOND/MTLS (LEM)	1,120.17	
P18-03607	Hillyard Inc	WAREHOUSE	Stores Supplies	5,132.13	
P18-03608	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,843.44	
P18-03609	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,761.07	
P18-03611	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,891.55	
P18-03613	ExploreLearning, LLC	HARRINGTON	ONLINE SUBCRIPTIONS INSTRUCTION	3,295.00	
P18-03614	ESGI	HARRINGTON	ONLINE SUBCRIPTIONS INSTRUCTION	1,750.00	
P18-03616	Garcia Hernandez Sawhney LLP	BUSINESS	SERV	25,000.00	
P18-03618	CENTER FOR AUTISM & RELATED DI SORDERS, LLC	Special Ed	SERV	30,000.00	
P18-03619	Sheraton Pasadena Hotel	NFL	Conf/Travel	3,391.52	
P18-03622	Santa Barbara Zoo	ASES	SERV	3,600.00	
P18-03623	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Seabridge	3,600.00	
P18-03633	Hilton Los Angeles Airport	Pupil Srvs	CONF	10,771.51	
P18-03637	PARAGON SYSTEMS, INC	LEMONWOOD	BOND/SVC (MOVE AND RE-INSTALL PROMETHEAN BOARDS)	33,985.00	
P18-03639	Ventura Co Office Of Education	Pupil Srvs	CONF	1,080.00	
P18-03640	California Lutheran University	ELM	Conf - Instructional	1,800.00	
P18-03641	Scholastic Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,159.88	
P18-03644	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	1,155.62	
P18-03665	Ventura Co Star	PURCHASING	SVC(LEGAL AD)	2,702.76	
P18-03666	School Serv Of Calif Inc	BUSINESS	CONF	1,225.00	
P18-03668	Southern Calif Edison Co	FACILITIES	Fees / Marshall	2,148.11	
P18-03670	LA Clippers	HAYDOCK	SERV/INSTRUCTIONAL	1,250.00	
Total Number of POs			108	Total	8,991,293.42

Fund Recap

Fund	Description	PO Count	Amount
213	BOND FUND MEASURE R 2012	1	1,385,157.72
		Total Fiscal Year 2014	1,385,157.72
213	BOND FUND MEASURE R 2012	1	1,284,764.00
		Total Fiscal Year 2015	1,284,764.00
213	BOND FUND MEASURE R 2012	1	1,607,673.50
		Total Fiscal Year 2016	1,607,673.50
213	BOND FUND MEASURE R 2012	1	1,555,873.23
		Total Fiscal Year 2017	1,555,873.23
010	GENERAL FUND	85	614,503.89
120	CHILD DEVELOPMENT FUND	3	9,682.52
130	CAFETERIA FUND	5	118,449.79
213	BOND FUND MEASURE R 2012	10	1,275,215.94
214	BOND FUND MEASURE D 2016	7	1,139,972.83
		Total Fiscal Year 2018	3,157,824.97
		Total	8,991,293.42

*** 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 01/26/2018 - 02/22/2018 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-01182	529,965.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	17,160.00
P18-00070	15,427.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,527.61
P18-00340	6,700.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,000.00
P18-00352	8,000.00	010-5632	GENERAL FUND/REPAIRS	3,000.00
P18-00361	9,387.50	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	5,238.04
P18-00493	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00527	3,540.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P18-00533	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-00623	30,213.54	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	2,616.54
P18-00649	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00653	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00710	15,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P18-00714	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00716	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,004.58
P18-00809	2,577.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00956	4,025.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,525.00
P18-00994	12,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,000.00
P18-01141	4,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-01175	13,607.04	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,803.52
P18-01176	39,356.76	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	14,356.76
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,807.64
			Total PO P18-01176	30,164.40
P18-01608	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P18-02484	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-02610	157,596.81	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	124,000.00
			Total PO Changes	224,539.69

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

Page 4 of 4

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 7, 2018

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

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

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

REQUEST FOR APPROVAL OF OUT OF STATE CONFERENCE ATTENDANCE (Penanhoat)

The Board's approval is requested for Suzanne Lugotoff, Director, Child Nutrition Services, and Allison Cairns, Assistant Director, Child Nutrition Services, to attend the National School Nutrition Association conference to be held in Las Vegas, NV from July 8 – 12, 2018. This national conference will offer over 120 educational sessions and a two-day open exhibit hall with 850 booths of vendors who support and provide services to the Child Nutrition industry.

In addition to the regular conference, staff will attend pre-conference workshops as follows:

- Suzanne Lugotoff will attend a financial management pre-conference workshop specifically designed for Child Nutrition Directors. This session will provide the opportunity to hear from panelists about proven ideas and methods to maintain healthy budgets in the Child Nutrition Services department.
- Allison Cairns will attend a pre-conference course to earn a School Nutrition Specialist Certification upon successful completion of said course. This Certification will benefit the department and enhance its services to our students.

FISCAL IMPACT

Approximately \$3,535 for registration, travel and lodging, to be paid from the Child Nutrition Services Fund object code 5200.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve out of state conference attendance as outlined above.

ADDITIONAL MATERIAL

Attached: Conference Information (1 page)
Preconference Workshop Information (2 pages)
Lodging Information (2 pages)

Education Sessions

ANC is a four-day learning experience tailored to your needs. Whether you're looking to develop new skills or enhance your existing knowledge, ANC has been designed so you can create a customized schedule that fits your own educational needs. With 120+ education sessions, you can pick and choose, mix and match the right ones for YOU. To preview the all education sessions that will be available to you, click below:

[Nutrition](#)[Operations](#)[Administration](#)[Comm. & Marketing](#)

Plus, check out the spotlight sessions below and learn more about this year's [check out the Membership Section Meetings!](#)

Spotlight Sessions

If you're looking for ideas to mix up the same-ol', same-ol' things you've been doing in your program, take a look at SNA's Spotlight Sessions, new for 2018.

Culinary Skills Labs

Speakers: Chef Sharon Schaefer, SNS, SNA Chefs' Task Force members

Stop by the ANC culinary lab to walk through four mini demonstrations, including thermometer calibration, fruits and veggie prep, knife skills and weights and measures. Each session will be taught by members of SNA's Chefs' Task Force.

My Generation is Better Than Yours

Speaker: Chaun Vaughn

In today's workplace, you're likely to have four generations trying to coexist. Join Chaun Vaughn in bringing to light what makes each generation unique, the factors that make them who they are and how to create a cohesive work environment across the generational divide.

Nutrition Smackdown: How to Defend (and Promote) Your Great Food!

Speakers: Jim Painter, PhD, RDN; David Grotto, MS, RDN

Don't miss an edu-taining nutrition refresher to better understand and promote what whole grains, fruits, vegetables, dairy products and lean meats/meat alternatives really bring to the table (or the tray). Join nutrition experts Jim Painter, PhD, RDN and David Grotto, MS, RDN as they offer answers via their nutrition "smackdown-style" discussion.

Share and Share Alike: 29 Tech Tools to Create Cool Content for Social Media

Speaker: Beth Ziesenis

The most popular posts on social media are pictures and videos. With a few easy (and free!) tech tools, you can transform your messages into share-worthy graphics that will bring your school nutrition program to the forefront. This action-packed session will provide you with dozens of sites and apps that will help elevate the quality of your social media posts and other digital material.

Solving the Procurement Puzzle: Procurement Do's and Don'ts

Speaker: Barry Sackin, SNS

With a growing emphasis on procurement in school nutrition, it's important to make sure you do things *right* and, perhaps more importantly, that you *don't* do things that can undermine your professionalism and your program. SNA has developed guidance to help you find your way to a clean, effective procurement process.

Understanding Tomorrow's Tastemakers Today

Speakers: Sharon Olson, Y-Pulse; Patricia Fitzgerald, School Nutrition

Join Y-Pulse Founding Partner Sharon Olson and *School Nutrition* Editor Patricia Fitzgerald as they explore the dining influences and preferences of today's K-12 students. Y-Pulse's research findings can offer school nutrition operators insightful data that can help drive menu magic. This session will also feature examples of cafeteria innovations from forward-thinking school districts.

Contact Us

120 Waterfront Street, Suite 300
National Harbor, MD 20745

Tel (301) 686-3100
Fax (301) 686-3115

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Pre-Conference Workshops

Join us a day early in the City of Lights to get a jumpstart on learning while you take a deep dive into specific topics (and earn extra CEUs, too!).

Sunday, July 8, 8:00 am-12:00 pm

A Proper Procurement Pays

Speakers: USDA Representatives

Back by popular demand! Join representatives from USDA to explore how proper procurement will pay dividends in your program. In this interactive session, participants will learn about approved procurement methods, how to develop effective written procurement procedures, gain tips from other operators and participate in hands-on learning activities.

Cost: \$99; CEUs: 4; Key Area: 2

Target Audience: M, D, MC, SA

Back to the Basics: #Marketing 101

Speaker: Stefanie Dove, RDN, Kristan Lee

Chances are that you have been excelling at marketing without even knowing it! This hands-on, fast-paced workshop will help you take your program to the next level. Walk through the fundamentals of marketing, while learning tips and tricks for how to share the wonderful things you are already doing. Leave with a plan of action to kick off the school year and achieve maximum results with minimal effort.

Cost: \$99; CEUs: 4; Key Area: 4

Target Audience: M, D, MC, SA

Knife and Cooking Skills Train-the-Trainer Lab

Speakers: Chef Brenda Thompson-Wattles, Chef Daniel Witkowski

Culinary techniques are a critical element of preparing flavorful food for children. This culinary train-the-trainer skills labs will provide you with hands-on knife skills lessons and teach you culinary techniques with chefs from SNA's Chefs' Task Force. You'll learn safe and efficient techniques with the most essential tool in the kitchen: the chef's knife. Practice fundamental cuts for preparing fresh fruits, vegetables and herbs and explore a variety of cooking techniques that will enhance the flavors, textures and appearance of school meals. Come away with knowledge, recipes and skills to teach the same techniques to staff in your kitchens. *Expect to stand for the duration of the class. Wear comfortable, closed-toe shoes and have long hair tied back.*

Cost: \$99; CEUs: 4; Key Area: 2

Target Audience: E, M, D, MC, SA, C, I

Practical Solutions for Financial Management Success

Speakers: USDA and ICN representatives

• Do you want to operate a foodservice program that is financially stable? In this interactive preconference workshop, Directors will have the opportunity to hear from panelists and dialogue with other professionals about ideas and methods that keep school nutrition budgets healthy. Participants will explore financial management tools and engage in peer-to-peer mentorship with seasoned school nutrition directors operating successfully "in the black." Directors will leave equipped with action plans, tools, and resources to help them achieve financial success in their school meals program.

Limited seating. Pre-registration is required.

Cost: Complimentary; CEUs: 4; Key Area: 3

Target Audience: D, MC

Students First: Managing Special Dietary Requests

Speakers: Claire Koenig, MPH, RDN, CD, Loriann Knapton, NDTR, SNS

Feeling overwhelmed by special dietary requests? This interactive workshop will provide the tools and knowledge that school nutrition professionals need to develop a plan of action for managing special dietary requests with confidence. Participants will learn about relevant USDA regulations, become familiar with common reasons behind meal accommodations and participate in group discussions and hands-on activities that focus on developing specific plans of action.

Cost: \$99; CEUs: 4; Key Area: 1

Target Audience: M, D, MC, SA

Sunday, July 8, 8:00 am-5:00 pm

Nutrition Basics: A Core Course for the SNA Certificate Program

Speaker: Karen Olsen, RDN, LD, SNS

K-12 students have unique nutrition needs. Come learn nutrition and wellness fundamentals and how they connect to the school setting. Explore ways to apply these principles to menu planning, food preparation and food safety for all students. This course fulfills the Level 1 Nutrition Core Requirement for SNA's Certificate in School Nutrition.

Cost: \$125; CEUs: 8; Key Area: 1

Target Audience: E, M

Supervisory Skill Development for Managers

Speakers: Carol Gilbert MEd, SNS; Christi Beazley

KEY AREAS

1. Nutrition
2. Operations
3. Administration
4. Communications & Marketing

TARGET AUDIENCE KEY

Make the most of this year's conference by creating a schedule of education sessions unique to your needs and interests by referring to the Target Audience Key:

E: Employee

M: Manager

D: District

Director/Supervisor

MC: Major City

Director/Supervisor

SA: State Agency

C: College

I: Industry

Pre-registration is required for all pre-conference sessions.

Sessions may be canceled if not full. If canceled, registrants will be offered alternate courses or receive a full refund by mail after the conference concludes. Please register by June 3. SNA advises pre-conference registrants to wait to make schedule-dependent transportation plans until May 1, 2018.

State Delegation Photos

Tuesday, July 10–Thursday, July 12

Memorable connections go hand-in-hand with hot topics at ANC. Celebrate the friendships you've made with other members of your state association with a keepsake photo. All photos will be taken Monday, Tuesday and Wednesday, and SNA has worked to minimize conflicts with key ANC activities. Mark the day and time that's been scheduled for your state photo on your agenda—and spread the word to your friends and colleagues to be sure that everyone shows up ready to smile!

Targeted Learning Opportunities

Chapter Leadership Day

Sunday, July 8

Are you a local or state SNA chapter leader looking for ways to reinvigorate your chapter or start a new chapter? Join speaker JoAnne Robinette, SNS, for this annual interactive, informative and fun

event featuring networking opportunities with chapter leaders from across the country on topics such as planning engaging meetings, recruiting new members and more.

Registration required | Cost: \$25

Membership Section Meetings

Monday, July 9–

Wednesday, July 11

These special meetings allow peers from districts and schools all over the country to come together to discuss challenges and solutions for school nutrition programs.

Take a look at what's planned for this year's [Membership Section Meetings](#).

School Nutrition Specialist (SNS) Credentialing Exam

Sunday, July 8

The [School Nutrition Specialist \(SNS\) Credentialing](#) exam will be administered at ANC. Registration, approval and payment of fees must be completed prior to ANC and cannot be done on site. To register, contact SNA at (800) 877-8822 or certsns@schoolnutrition.org. The registration deadline is June 18, 2018.

Cost: \$225 (SNA members); \$325 (Non-members)

School Nutrition Research & Best Practices Showcase

Tuesday, July 10–Wednesday, July 11

The Showcase is the place to learn about recent research and best practices in school nutrition. Discover what sort of interesting ideas, techniques and tactics are being applied in

Hotel Information

Reservation Information

Conference registration is required before you will be allowed to reserve a room within SNA's discounted hotel room blocks. Whether registering online or by email/mail/fax, after your registration has been processed, a personalized link with housing information will be provided in your conference registration confirmation. Please do not use the hotel's website to book your reservation(s) or you will not receive the discounted conference rate. If you need the registration confirmation resent to you, please log into the online Registration Resource Center or call SNA's registration center at (774) 247-4018.

Please Note: Hotels in Las Vegas impose a mandatory resort fee of \$30 to \$35/night. In order to receive a reduced resort fee of no more than \$15/night, you must book your hotel through SNA's housing bureau, ConferenceDirect.

Tax Exemption: Hotels do not honor tax exemptions.

Credit Card Authorization: School districts paying hotel expenses by credit card must contact the hotel for a credit card authorization form and fax the completed form to the hotel two weeks prior to arrival.

Why Book at SNA's Hotels? Each year, SNA works hard to keep your overall conference costs as low as possible. Our group arrangements with the official ANC hotels in Las Vegas provide members with discounts that allow SNA to keep your hotel rates low, as well as protective clauses to prevent you from being shut out from a hotel. Therefore, SNA asks that you book the conference hotels through the official Conference Housing Bureau, ConferenceDirect.

Hotel Information

All conference-related activities will be held in the conference center of Mandalay Bay. The three hotels SNA has contracted with this year are all connected, with direct access to the conference center.



Mandalay Bay (HO Hotel)

3950 S Las Vegas Blvd
Las Vegas, NV 89119
\$213 single/double, triple and quad



Delano

3940 S Las Vegas Blvd
Las Vegas, NV 89119
\$233 single/double, triple and quad



Luxor

3900 S Las Vegas Blvd
Las Vegas, NV 89119
\$70 single/double, triple and quad (Sun. through Thurs.)
\$150 single/double, triple and quad (Fri. and Sat.)

Travel Information

Air Transportation

McCarran International Airport (LAS) is located about two miles from the Mandalay Bay Hotel & Convention Center, as well as the Luxor and Delano. When making your air travel reservations, you are welcome to use SNA's official travel company: Corporate Traveler by going to <https://portal.fcm.travel/SNA> or by reaching out to SNA's dedicated Travel Manager, Sunny Ali, at (571) 302-7187 or sunny.ali@corporatetraveler.us. When booking travel plans through Corporate Traveler, please mention the meetings code **899-VEG**. Please book early for best flight options and lowest fare availability.

Ground Transportation

There are several options from and to the McCarran International Airport: taxis, Ubers, onsite shuttle companies and limos, rental cars, and ADA/Medical transportation.

- Taxis are located outside of the east side of baggage claim, outside door exits 1 to 5. Taxis costs between \$16 to \$20, for up to five people. *Please note: Most, but not all, taxis accept credit cards so make sure to ask your driver before the ride starts.*

- There are a variety of shuttle/limousine services available and are located on the north and west sides of baggage claim, outside door exits 8 to 14. Shuttles drop off at all the major strip hotels and Mandalay is usually either the very first drop off or the very last drop off; shuttles generally cost \$7 to \$8 per person.
- Ubers and/or Lyfts can be requested from the airport and rates range from \$12 to \$35, depending on the vehicle/service.

Contact Us

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National Harbor, MD 20745

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OSD BOARD AGENDA ITEM

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

Date of Meeting: **3/7/18**

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

Approve: Out of State Conference – Washington D.C. (Freeman/West)

The Board’s approval is requested for the MSAP Project Director Ms. Debra West to attend the *U.S. News STEM Solutions Workforce of Tomorrow* in Washington, D.C. on April 4-6, 2018. Leaders in academic, non profit and corporate worlds will collaborate and commit to examining the complexities of developing a workforce skilled in STEM.

FISCAL IMPACT:

Not to exceed \$2,000.00 for registration, airfare, ground travel, lodging and meals for the director to be paid from MSAP funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of MSAP that the Board of Trustees approve the out-of-state conference attendance as outlined above.

ADDITIONAL MATERIAL: Conference schedule/information.

SCIENCE > TECHNOLOGY > ENGINEERING > MATH

U.S. News STEM SOLUTIONS PRESENTS

WORKFORCE

OF TOMORROW

Skills, Jobs & the New Collar Economy

April 4-6, 2018

Walter E. Washington Convention Center

Washington, D.C.

(<http://usnewsstemsolutions.com/>)

SCHEDULE-AT-A-GLANCE

FILTER BY TRACK

Click a track to hide unrelated sessions.

The New World of New Collar Jobs: Defining and Understanding a Changing Marketplace

Filling the New Collar Pipeline

Education Innovation: How K-12 and College are Evolving to Meet the Challenge

Partnerships and Policy: What's Working

Keynote Sessions

Networking / Breaks / Receptions

WEDNESDAY, APRIL 4

5:30 PM – 7:00 PM

Opening Reception and Welcome to the STEM Learning Ecosystems
(<http://usnewsstemsolutions.com/session/wednesday-evening-reception/>)

THURSDAY, APRIL 5

7:30 AM – 8:30 AM

Thursday Breakfast with Roundtable Discussions
(<http://usnewsstemsolutions.com/session/thursday-breakfast-roundtable-discussions/>)

8:45 AM – 10:45 AM

Opening Keynote Session (<http://usnewsstemsolutions.com/session/opening-keynote-session-2/>)

10:45 AM – 11:15 AM

Exhibit Hall Break (<http://usnewsstemsolutions.com/session/exhibit-hall-break-5/>)

11:15 AM – 12:15 PM

Priming the Pipeline: Strengthening Career and Technical Education
(<http://usnewsstemsolutions.com/session/priming-pipeline-strengthening-career-technical-education/>)

Broadening Participation: Closing the Diversity Gap
(<http://usnewsstemsolutions.com/session/broadening-participation-closing-diversity-gap/>)

Spotlight on Cybersecurity Jobs (<http://usnewsstemsolutions.com/session/spotlight-cybersecurity-jobs/>)

Planning for the Workforce of Tomorrow: Where the Jobs Will Be

(<http://usnewsstemsolutions.com/session/new-world-new-collar-jobs-defining-understanding-changing-marketplace/>)

12:30 PM – 2:00 PM

U.S. News STEM Leadership Hall of Fame Awards Luncheon

(<http://usnewsstemsolutions.com/session/u-s-news-stem-leadership-hall-fame-awards-luncheon-2/>)

2:00 PM – 3:00 PM

Networking Break (<http://usnewsstemsolutions.com/session/break-6/>)

3:00 PM – 4:00 PM

Pathway to Success: Helping K-12 Students Get College and Career Ready

(<http://usnewsstemsolutions.com/session/pathway-success-helping-k-12-students-get-college-career-ready/>)

Earn and Learn: Moving Toward Lifelong Learning Through Apprenticeships and Upskilling

(<http://usnewsstemsolutions.com/session/earn-learn-moving-toward-lifelong-learning-apprenticeships-upskilling/>)

The Power of Partnerships: An Inside Look at Communities That Are Making a Difference

(<http://usnewsstemsolutions.com/session/power-partnerships-inside-look-several-communities-making-difference/>)

An Update on the STEM Funders Network's STEM Learning Ecosystem Initiative

(<http://usnewsstemsolutions.com/session/update-stem-funders-networks-stem-learning-ecosystem-initiative/>)

Advanced Manufacturing: How Technology Is Changing the Game

(<http://usnewsstemsolutions.com/session/advanced-manufacturing-technology-changing-game/>)

4:00 PM – 4:30 PM

Networking Break (<http://usnewsstemsolutions.com/session/break-7/>)

4:30 PM – 5:30 PM

Learning by Doing: Expanding Experiential Programs
(<http://usnewsstemsolutions.com/session/learning-expanding-experiential-programs/>)

The Life-Changing Power of STEM: Tackling Engineering's Grand Challenges
(<http://usnewsstemsolutions.com/session/life-changing-power-stem-tackling-engineerings-grand-challenges/>)

The Power of Partnerships: An Inside Look at Communities That Are Making a Difference
(<http://usnewsstemsolutions.com/session/power-partnerships-inside-look-communities-making-difference/>)

Assessing the Impact of Robotics and Artificial Intelligence on the Jobs Outlook
(<http://usnewsstemsolutions.com/session/assessing-impact-robotics-artificial-intelligence-jobs-outlook/>)

5:30 PM – 7:00 PM

Evening Reception (<http://usnewsstemsolutions.com/session/evening-reception/>)

FRIDAY, APRIL 6

7:30 AM – 8:30 AM

Friday Breakfast with Roundtable Discussions
(<http://usnewsstemsolutions.com/session/friday-breakfast-roundtable-discussions/>)

8:45 AM – 9:45 AM

The Vital Role of Community Colleges in Talent Development

(<http://usnewsstemsolutions.com/session/vital-role-community-colleges-talent-development/>)

Bringing More Women Into the Fold in STEM

(<http://usnewsstemsolutions.com/session/bringing-women-fold-stem/>)

On the Policy Front: What's Working at the State and Local Level

(<http://usnewsstemsolutions.com/session/policy-front-whats-working-state-local-level/>)

How Companies Are Strategizing to Fill Their Future STEM Needs

(<http://usnewsstemsolutions.com/session/companies-strategizing-fill-future-stem-needs/>)

10:00 AM – 11:00 AM

Spurring Collaboration Between Industry and Higher Ed

(<http://usnewsstemsolutions.com/session/spurring-collaboration-industry-higher-ed/>)

Show Me Your Skills: Expanding Competency-Based Education

(<http://usnewsstemsolutions.com/session/show-skills-expanding-competency-based-education/>)

On the Front Lines: Workforce Development at the Community Level

(<http://usnewsstemsolutions.com/session/front-lines-workforce-development-community-level/>)

A Deep Dive Into Data: Understanding the Skills Gap and Spreading Public Awareness

(<http://usnewsstemsolutions.com/session/deep-dive-data-understanding-skills-gap-spreading-public-awareness/>)

11:00 AM – 11:30 AM

Networking Break (<http://usnewsstemsolutions.com/session/break-8/>)

11:30 AM – 1:00 PM

Closing Keynote Session (<http://usnewsstemsolutions.com/session/closing-keynote-session-4/>)

1:00 PM

**VIP Tour of the USA Science and Engineering Festival
(<http://usnewsstemsolutions.com/session/vip-tour-usa-science-engineering-festival/>)**

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OSD BOARD AGENDA ITEM

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

Date of Meeting: **March 7, 2018**

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

Establish/Abolish/Increase/Reduce Hours of Position (Vaca)

Abolish

an eight hour 246 day Site Technology Technician position number 6804 to be abolished in the Educational Services department. This position will be abolished due to the lack funds.

an eight hour 246 day Site Technology Technician position number 6802 to be abolished in the Educational Services department. This position will be abolished due to the lack funds.

an eight hour 246 day Administrative Assistant position number 6861 to be abolished in the Educational Services department. This position will be abolished due to the lack funds.

Reduce

an eight hour 215 day Warehouse Worker/Delivery Driver position number 1016 to be reduced to 4.5 hours in the Warehouse department. This position will be reduced due to the lack of work.

FISCAL IMPACT:

Savings for Site Technology Technician-\$96,246 MSAP

Savings for Administrative Assistant-\$55,091 MSAP

Savings for Warehouse Worker/Delivery Driver-\$21,228 50% General, 50% Child Nutrition Services

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the abolishment and the reduction of the positions as presented.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

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

Date of Meeting: **March 7, 2018**

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

Personnel Actions (Vaca)

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 the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

Classified Personnel Actions (one page)

Certificated Personnel Actions (one page)

CLASSIFIED PERSONNEL ACTIONS

March 7, 2018

New Hire

Castillo, Oralia	Transportation Driver, Position #9909 Transportation 5.5 hrs./183 days	02/02/2018
Ramirez, Rosemary R.	Paraeducator III, Position #8497 Special Education 5.75 hrs./183 days	02/05/2018

Exempt

Griggs, Jamar	Campus Assistant	01/29/2018
Kinkle, Robert	Campus Assistant	02/14/2018

Limited Term

Ayala, Emmanuel	Paraeducator	02/12/2018
Ayala, Johanna	Paraeducator	02/05/2018
Fernandez, Jacqueline C	Paraeducator	02/09/2018
Lopez, Bianca Z	Speech Language Pathology Assistant	01/29/2018
Lumbrano, Lizcel	Paraeducator	02/06/2018
Melendez, Michelle	Paraeducator	02/12/2018
Ponder, Sean M	Paraeducator	03/01/2018
Rodriguez, Kathy Y	Paraeducator	02/12/2018
Santana, Annette M	Paraeducator	02/06/2018

Increase in Hours

Olague, Hilda	Paraeducator II, Position #1324 Special Education 5.5 hrs./183 days Paraeducator II, Position #1324 Special Education 2.5 hrs./183 days	02/10/2018
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Unpaid Leave of Absence

Delgado, Daniela T	Paraeducator III, Position #1956 Special Education 5.75 hrs./183 days	02/12/2018-05/14/2018 (Mondays only)
Jimenez, Marco	Instructional Assistant SH (B), Position #1001 Special Education 6.0 hrs./183 days	02/13/2018-6/14/2018
Spruiell, Melissa	Paraeducator I, Position #7178 Special Education 4.167 hrs./183 days	02/14/2018-03/07/2018
Tanedo, Melinda	Paraeducator II, Position #2195 Special Education 5.75 hrs./183 days	02/15/2018-06/14/2018

Resignation

Enriquez, Monica M	Paraeducator II, Position #6583 Special Education 5.75 hrs./183 days	02/09/2018
Ponder, Sean M	Paraeducator II, Position #8038 Special Education 5.75 hrs./183 days	02/28/2018

Retirement

Bautista, Ofelia	Child Nutrition Worker, Position #2220 Fremont 5.5 hrs./185 days	05/14/1998-03/01/2018
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CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Anderson, Lori	Substitute Teacher	2017/2018 School Year
Cerone, Jim	Substitute Teacher	2017/2018 School Year
Cortes Castro, Gabriela	Substitute Teacher	2017/2018 School Year
Delgado, Elizabeth	Substitute Teacher	2017/2018 School Year
Rodriguez, Julia	Substitute Teacher	2017/2018 School Year

RESIGNATION

Tupou, Sarah	Driffill	March 16, 2018
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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 7, 2018

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

 X

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

REQUEST FOR APPROVAL OF RESOLUTION #17-26 IDENTIFYING DISTRICT REPRESENTATIVES TO THE STATE ALLOCATION BOARD (Penanhoat)

The Office of Public School Construction's (OPSC) State Allocation Board (SAB) requires Board action to appoint staff members as District Representatives to their organization. Said Representatives certify documents and act as liaisons with the SAB. As the District Superintendent is eligible to act on the District's behalf by virtue of his/her position, Superintendent Dr. Cesar Morales is currently the only representative on file for Oxnard School District. OPSC must be notified when a change in the Superintendency occurs.

In order to appoint Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, as an additional authorized District Representative to OPSC/SAB, Resolution #17-26 is hereby presented for the Board's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #17-26 as outlined above and authorize its filing with the SAB.

ADDITIONAL MATERIAL

Attached: Resolution #17-26 (2 pages)

RESOLUTION #17-26

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT IDENTIFYING DISTRICT
REPRESENTATIVES TO THE STATE ALLOCATION BOARD**

WHEREAS, the Board of Trustees of the Oxnard School District will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the Board of Trustees of the Oxnard School District is required to identify the District Representatives that will certify documents and act as liaisons with the State Allocation Board; and

WHEREAS, the Board of Trustees of the Oxnard School District has identified the following individuals as the District Representatives:

- ◆ Cesar Morales, Superintendent
- ◆ Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services

WHEREAS, the District Representatives have been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

WHEREAS, the District Representatives have been directed to review the District's new construction eligibility and update the eligibility on an annual basis when applicable;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District authorizes the District Representatives to execute documents as necessary to carry out the provision of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 7th day of March, 2018.

President of the Board Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Ernie "Mo" Morrison, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #17-26 adopted at a regular meeting place thereof on the 7th day of March, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 7, 2018

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 3/7/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

RESOLUTION #17-27 PROVIDING FOR LIVING WAGE (Penanhoat)

The Board has expressed a desire to implement a Living Wage for Oxnard School District employees. Consequently, the Administration provided a presentation on Living Wage at the February 21, 2018 Board meeting. Resolution #17-27, presented herewith for the Board's consideration, provides for the establishment of a Living Wage for all employees after the necessary negotiations with the bargaining units.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #17-27 as outlined above.

ADDITIONAL MATERIAL

Attached: Resolution #17-27 (2 pages)

RESOLUTION NO. 17-27
Oxnard School District Board of Trustees

Providing for Living Wages for Full/Part Time District Employees

WHEREAS, the Oxnard School District is a California public elementary school district with the responsibility of providing an education to children residing within the boundaries of the Oxnard School District (“District”);

WHEREAS, the District is one of the largest employers within the City of Oxnard;

WHEREAS, poverty is one of the gravest problems affecting the District’s students, thereby hindering the efforts of the District to provide a solid educational foundation;

WHEREAS, a living wage would provide an increase in employee wage earnings and promote economic growth and stability in the Oxnard community;

WHEREAS, the Board of Trustees has concluded that it is in the best interest of the Oxnard community to pay its employees, who are overwhelmingly residents of the school district, a living wage;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Effective March 8, 2018, a “living wage” will be established in the Oxnard School District that is equal to a minimum of \$13.39 per hour;
2. An employee of the District eligible for the minimum “living wage” level shall be defined as a full-time or part-time employee, regardless of the number of hours per week worked. Those that would be considered ineligible for this benefit would include: student workers, substitutes, interns, consultants, contract labor, or volunteers;
3. This practice will be reviewed annually by the Board of Trustees;
4. The District, through the appropriate collective bargaining sessions and procedures and consistent with state law shall, within no more than one year, negotiate and implement collective bargaining agreements that provide for a living wage for all District employees as defined herein;
5. This Resolution shall not be interpreted in such a way as to call for any decreases in District employee wages.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 7th day of March, 2018.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Ernie "Mo" Morrison, Clerk of the Board of Trustees of the Oxnard School District, hereby certify that the foregoing is a full, true, and correct copy of Resolution #17-27 adopted at a regular meeting place thereof on the 7th day of March, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 7, 2018

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 7, 2018

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

Agreement Category:

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

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

CONSIDERATION AND APPROVAL OF RESOLUTION #17-28 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR THE SEABRIDGE CONSTRUCTION PROJECT OF THE MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM AND RATIFYING THE DISTRICT TO SUBMIT THE DRAWINGS TO THE DIVISION OF THE STATE ARCHITECT AND THE CALIFORNIA DEPARTMENT OF EDUCATION FOR ADMINISTRATIVE REVIEW (Penanhoat/Fateh/CFW)

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road.

At the August 2, 2017 Board meeting, the Board of Trustees approved Agreement #17-81 approving an architectural services contract between Flewelling & Moody and the District for the Seabridge Construction Project (hereafter "Project").

The selection of Flewelling & Moody followed a competitive proposal process and a project planning study that included an analysis of options to accommodate the construction of the Seabridge site as contemplated in the District's Master Construct and Implementation Program.

The New Seabridge K-5 School will include two classroom buildings that are both two-story, a kindergarten classroom building, an administration and library building, a multipurpose building, playfields, hard courts, and support spaces. All facilities have been designed to enable 21st century methods of teaching and learning. Based on State loading standards, the project may accommodate approximately 630 students in grades K through 5.

Architectural design work was launched immediately following Board approval, and has been guided through production of schematic drawings, design development, and construction documents. Flewelling & Moody has now presented the final architectural plans for the Project. The final design is consistent with District Standards and meets the project goals and objectives as well as those of the Master Construct and Implementation Program. District staff has reviewed the plans and recommend Board approval. The plans were submitted to the Division of State Architect on February 20, 2018.

The attached resolution reflects the intent and desire of the Board of Trustees of the Oxnard School District to ratify the submittal of the final architectural drawings and specifications produced by Flewelling & Moody for the Seabridge Construction Project and any forms or documents required to complete the regulatory review and approval process for both the Division of the State Architect and the California Department of Education.

FISCAL IMPACT

There is no fiscal impact related to the approval of Flewelling & Moody's final architectural drawings.

The Seabridge Construction Project is being funded from the Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Architectural Drawings for the Seabridge Construction Project and further ratify that the plans be submitted to the Division of the State Architect and the California Department of Education for approval.

ADDITIONAL MATERIAL

Attached: Resolution #17-28 (2 pages)

RESOLUTION NO. 17-28

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR THE SEABRIDGE CONSTRUCTION PROJECT AND AUTHORIZING THE DISTRICT TO SUBMIT THE DRAWINGS TO THE DIVISION OF THE STATE ARCHITECT FOR REVIEW

WHEREAS, the Board of Trustees (“Board”) approved Architectural Services Agreement #17-81 authorizing an architectural services contract between Flewelling & Moody and the District for the Seabridge Construction Project; and

WHEREAS, Flewelling & Moody has delivered a final set of architectural drawings for the Seabridge Construction Project in accordance with its obligations under Contract #17-81; and

WHEREAS, the District staff have reviewed the final architectural plans for the school site, submit that they meet the goals and objectives of the District’s Master Construct and Implementation Program and the educational vision and mission of the District and recommend approval by the Board of Trustees; and

WHEREAS, the Board desires to move forward with the conclusion of the design process and commence with the construction of the Seabridge Construction Project;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

BE IT RESOLVED that the Board approves the final architectural drawings prepared by Flewelling & Moody for the Seabridge Construction Project; and

BE IT FURTHER RESOLVED that the Board authorizes the District, in consultation with Caldwell Flores Winters, Inc., to submit the final architectural drawings to the Division of the State Architect (“DSA”) for regulatory review and approval, along with any forms or documents required to complete the DSA approval process; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or his designee is authorized to take such further actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on March 7, 2018:

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT:

By _____
President

ATTEST:

Clerk, Governing Board
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Ernie “Mo” Morrison, do hereby certify that the foregoing Resolution #17-28 was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 7th day of March, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Clerk, Governing Board
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 3/7/18

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

Agreement Category:

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

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

Cal200 Settle Agreement Report (Freeman)

Oxnard School District, as part of the Cal200 Settlement Agreement, agreed to monitor the following actions/conditions related to providing physical education for a total period of time of not less than 200 minutes each 10 schooldays, exclusive of recesses and the lunch period:

- Class Schedules. Each semester, the school site administrator obtains a schedule from the teacher showing the days, times and duration of scheduled Physical Education instruction.
- Publication of Physical Education Schedules. The class schedules are posted on the school website or in each self-contained classroom. Additionally, the schedules are posted in the school's main office. The posting is up for the entire semester.
- Reporting. On at least a monthly basis, the school site administrator collects a signed Reporting Form (from each teacher grades 1-5). The forms are sent to the Assistant Superintendent, Educational Services via the site administrator with a school-wide compliance review.
- Monitoring. On an ongoing basis (monthly), each school site administrator collects and reviews the Reporting Forms and verifies that all teachers who are required to sign the Reporting Forms have provided the required minutes of Physical Education instruction. Also, included in the monthly monitoring are unannounced visits by site administration to at least two classrooms during the time at which Physical Education is scheduled. The site administrator keeps a copy of the visit and includes in the Principal's Report Register all instances in which Physical Education was not observed, and identifies all corrective measures taken to assure that the appropriate number of instructional minutes of instruction are provided. The Principal sends a copy of the Teacher Reporting Form and Principal's Report to the Assistant Superintendent, Educational Services no later than the 5th of the next month.
- Reports to the Governing Board. Within sixty (60) days of the end of each semester, the Assistant Superintendent, Educational Services shall provide a written report to the District's governing board regarding the District's compliance with the agreement. As soon as practical, but no later

than twenty-one (21) days after Board Review, each District shall file a copy of each such Report with the Court, and serve a copy.

Upon a thorough review of the compliance provisions set forth in the Cal200 settlement, staff has determined the Oxnard School District has satisfied all compliance requirements consistent with the agreement and the California Education Code Section 51201.

All required forms documenting compliance have been submitted to the Assistant Superintendent, Educational Services and are on file at the District Office.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees accept the report of the Oxnard School District's compliance with the Cal200 settlement

ADDITIONAL MATERIAL:

None



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	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.

Spring Break: March 26 – April 6, 2018
First Day of School: August 16, 2018

Board Approved: 12-6-17

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