

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
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 #6
REGULAR BOARD MEETING
Wednesday, October 18, 2017
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV – Charter Spectrum Channel 20 &
Frontier Communications – Channel 37

October 18, 2017

Section A PRELIMINARY

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

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

ROLL CALL:

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

A.2 Pledge of Allegiance to the Flag

Ms. Leticia Ramos, Principal at Elm School, will introduce Adan Navarro, 5th grade Dual Language student in Mrs. Zendejas’ 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 Jacqueline Martinez, then will be read in Spanish by Adan Navarro, both are 5th grade Dual Language students in Mrs. Zendejas’ class.

A.4 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.5 Presentation on Title III (Freeman/Batista)

The Board of Trustees will receive a presentation on the Title III accountability plan. The Board will be presented with information on how these funds, which are targeted for English Learner students, are being spent and how the English Learner Service Department is working with schools to ensure high levels of academic performance for our EL students.

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

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

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

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

**Section A
PRELIMINARY**
(Continued)

A.6 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation:
 - J.R. et. v. Oxnard School District et al.
Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - None.

3. Removal/Suspension/Expulsion of a Student (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 17-03 (Action Item)

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

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

Agency Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/
Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating Parties: Dennis Hardgrave on behalf of the property owners
Under Negotiations: Instruction to agency negotiator on price and terms.

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

A.7 Reconvene to Open Session

7:00 PM

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

Section A
PRELIMINARY
(Continued)

A.8 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:

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

Section B PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

B.2 Public Hearing regarding Request for Approval to Submit General Waiver Request – Term Limit for Bond Oversight Committee (Penanhoat)

The Measure R Bond Oversight Committee (BOC) is the citizens' oversight body for \$90 million in General Obligation bonds for the Oxnard School District. Per Education Code Section 15282(a), "The citizens' oversight committee shall consist of at least seven members to serve for a term of two years without compensation and for no more than three consecutive terms." Under the terms of EC 15282(a), Mrs. Jessica Vargas, PTA Parent Representative on the BOC, will reach the end of her third term at the end of February 2018.

The Administration is requesting the Board's authorization to apply for a waiver of EC 15282(a) in order to allow the District to benefit from the outstanding expertise and contributions of the above mentioned individual during the next phases of the building program. Approval of this waiver will help preserve continuity and enable this experienced member to continue to provide advice and guidance to the BOC and to the District. Additionally, it has proven a challenge in the past to find members that are willing to make this commitment; the current group has been a good "fit". Mrs. Vargas has been consistent in her attendance and involvement with this Committee, and has expressed her willingness to continue to serve.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the submission of a waiver of Education Code Section 15282(a) to the California Department of Education in order to allow a member of the Measure R Bond Oversight Committee to continue to serve past her current term.

ROLL CALL VOTE:

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

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gift:

- From Harbor Freight Tools USA, Inc. donated gardening tools, fruit trees, seeds, and other gardening materials and supplies. Their volunteers donated hours to build 13 garden planting beds and 12 tree baskets to achieve the culmination of the Rose Avenue Garden Project. Harbor Freight Tools USA, Inc. generous donation made this project a reality for the Rose Avenue School Community.

C.2 Agreements

It is recommended that the Board approve the following agreements:

Dept/School

Enrichment:

- #17-176 Oxnard Performing Arts Center - The Oxnard Education Foundation along with the Oxnard School District will host an event to acknowledge students who scored within the top 5 percentile district wide in the California Assessment of Student Performance and Progress CAASPP test. The Awards of Excellence ceremony will be held on Wednesday, October 25, 2017 at the Oxnard Performing Arts Center. It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-176 with the Oxnard Performing Arts Center; amount not to exceed \$1,700.00, to be paid from General Funds. Freeman
- #17-178 Oxnard Performing Arts Center - A District-wide event is planned at the Oxnard Performing Arts Center for certificated and classified staff on Monday, October 30, 2017. The PBIS (Positive Behavior Interventions and Supports) Committee will share a message regarding on how we interact with our students, our community and each other to build positive relationships. It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-178 with the Oxnard Performing Arts Center; amount not to exceed \$1,358.00, to be paid from General Funds. Freeman/
Ridge
- #17-182 – Antonio F. Jimenez Jimenez - Consultant will provide professional development to teachers in the Oxnard School District during the 2017-2018 school year. It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-182 with Antonio F. Jimenez Jimenez; amount not to exceed \$3,000.00, to be paid from Title 1 Funds. Freeman/
DeGenna

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

Section C CONSENT AGENDA

(Continued)

C.2 Agreements (continued)

It is recommended that the Board approve the following agreements:

Dept/School

Special Education:

- #17-181 Cindy Cottier of Augmentative Communication Therapies will provide complete Assistive Technology Independent Educational Evaluation Services to the Special Education Department during the 2017-2018 academic year. It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-181 with Augmentative Communication Therapies; amount not to exceed \$20,000.00, to be paid from Special Education Funds.

Freeman/
Sugden

Support Services:

- #17-180 Mixteco/Indigena Community Organizing Project Agreement/MOU will make it possible for MICOP to provide interpreting and visual translation services as needed for our Mixteco and Zapoteco speaking families during the 2017-2018 school year. It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-180 with Mixteco/Indigena Community Organizing Project (MICOP); amount not to exceed \$2,500.00 (\$60.00 per hour plus mileage), to be paid from General Funds.

Freeman/
Batista

C.3 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:

Dept/School

Special Education:

- #17-161 - Assistance League, Non-Public School - Requesting approval for Non Public School (NPS) services for the students listed below for the 2017-2018 school year, beginning August 21, 2017 and including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement. It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-161 with Assistance League School, NPS; Tuition Pre-K: \$850.00 monthly rate x 2 students x 11 months = \$18,700.00 (including Extended School Year; ESY); amount not to exceed \$18,700.00, services to be paid with Special Education Funds.
- #17-177 – Ardor Health Solutions will provide temporary supplemental staffing to the Oxnard School District on an “as needed” basis for the 2017-2018 school year. Ardor Health Solutions will be responsible for payment of each of their service provider’s staff wages, insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers. It is the recommendation of Director, Special Education Services, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #17-177; amount not to exceed the hourly rates per position (see attachment “A” - Rate Sheet), to be paid from Special Education Funds.

Freeman/
Sugden

Freeman/
Sugden

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

Section C
CONSENT AGENDA
(Continued)

C.3 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:

Dept/School

Special Education:

- #17-179 - Ventura County Office of Education (VCOE), Special Circumstances Paraeducator Services – SCP - It is recommended that the Board of Trustees ratify the service agreement with VCOE for the 2017-2018 school year, to provide exceptional services to a special education student (No. JV120313) that consist of support from Special Circumstances Paraeducators, including Extended School Year. It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify agreement #17-179, amount not to exceed \$32,614.40, to be paid from Special Education Funds.

Freeman/
Sugden

Personnel:

- #17-184 – California State University, Channel Islands - Oxnard School District and California State University, Channel Islands School of Education will establish a partnership to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject, and Special Education (mild to moderate, moderate to severe) initial teaching credential. Intern: Lizbeth Banales (Special Education, Mild to Moderate Program). 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 #17-184 with California State University, Channel Islands. District will pay CSUCI Intern on the Certificated Salary Schedule from the Unrestricted General Funds.
- #17-185 – Alliant International University Inc. - Oxnard School District and Alliant International University Inc. will establish a partnership to allow Practicum Students, Student Teachers, and Interns enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program, or School Counseling Program to serve their Practicum of Internship with the Oxnard School District. Term of Agreement: July 1, 2017 through June 30, 2020. 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 #17-185 with Alliant International University Inc.; no fiscal impact.

Vaca/
Bond

Vaca/
Bond

**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.4 Setting of Date for Public Hearing – Request for Approval to Set Date for Notice of Public Hearing regarding Sunshine of the California School Employees Association’s (CSEA) and the Oxnard School District’s (District) Initial Proposals for 2017-2020 Negotiations, Pursuant to Government Code Section 3547

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (“CSEA”) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2017-2020 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the November 1, 2017 Board meeting.

Dept/School
Vaca

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule November 1, 2017 for the Public Hearing for CSEA and the District’s proposals.

C.5 Approval of WAL #012 with Tetra Tech Inc. to Conduct a Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris/Patterson Project

The Oxnard School District (District) is proceeding with an Environmental Impact Report (EIR) for proposed facilities at the Doris/Patterson site. The proposed project includes the construction and operation of a new K-5 elementary, 6-8 middle school and District administrative center on a 25-acre site at the southeast corner of Doris Avenue and North Patterson Road.

Dept/School
Penanhoat/
Fateh/
CFW

In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose.

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 approve WAL #012 in the amount not to exceed \$4,500.00 with Tetra Tech Inc. for the Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris/Patterson Project per Master Agreement #13-132; \$4,500 to be paid out of Master Construct and Implementation Program funds.

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.6 Approval of WAL #011 with Tetra Tech Inc. for Evaluation of Historic Significance for the Rose Avenue School Reconstruction Project

The Oxnard School District (District) is proceeding with the reconstruction of the Rose Avenue K-5 school. The project includes the construction of a new school on the existing 9.3-acre site followed by the demolition of the existing school. In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose.

Dept/School
Penanhoat/
Fateh/
CFW

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 approve WAL #011 in the amount not to exceed \$1,600.00 with Tetra Tech Inc. for Evaluation of Historic Significance for the Rose Avenue School Reconstruction Project per Master Agreement #13-132.

C.7 Approval of a Contractor Contingency CREDIT No. 011 to the Lemonwood E.S. Reconstruction Project's Contractor Contingency for a reduction of cost for Additional Work Associated with the Project

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of new school facilities at the existing Lemonwood school site.

Dept/School
Penanhoat/
Fateh/
CFW

Contractor Contingency Allocation No. 011 will be a CREDIT to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of Three Thousand Five Hundred Twelve Dollars and Seven Cents. \$3,512.07 to be added to the Master Construct and Implementation Funds. The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 011 will be Thirty-six Thousand Two Hundred Twenty-Two Dollars and Forty-Three Cents. (\$36,222.43).

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 011 to Construction Services Agreement #15-198 with Swinerton Builders, for additional items of Work related to the Lemonwood Elementary School Reconstruction Project.

C.8 Enrollment Reports

District enrollment as of August 31, 2017 was 16,579. This is 203 less than the same time last year. District enrollment as of September 29, 2017 was 16,612. This is 210 less than the same time last year. No fiscal impact; information only.

Dept/School
Penanhoat

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.9 Approval of Notice of Completion, Haydock Sewer Repair/Replacement, Bid #16-05

The contractor, Kiwitt’s General Building Contractor, has completed the work of Bid #16-05 to perform the work for Haydock Sewer Repair/Replacement, as of August 14, 2017. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder’s Office.

Dept/School
Penanhoat/
Fateh

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #16-05, Haydock Sewer Repair/Replacement with Kiwitt’s General Building Contractor; no fiscal impact.

C.10 Purchase Order/Draft Payment Report #17-03

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

- (1.) A listing of Purchase orders issued 9/07/2017 through 10/03/2017 for the 2017-2018 school year, for \$14,934,575.90.
- (2.) A listing of Draft Payments issued 9/07/2017 through 10/03/2017 for the 2017-2018 school year, D7641-D7643 for the total amount of \$370.00.

Dept/School
Penanhoat/
Franz

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 #17-03 as submitted.

C.11 Certification of Signatures

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. No fiscal impact.

Dept/School
Penanhoat

C.12 Approval of the 2017-18 Quarterly Report on Williams Uniform Complaints, First Quarter

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions. As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district, during the first quarter. It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-18 Quarterly Report on Williams Uniform Complaint: first quarter, as presented. No fiscal impact.

Dept/School
Vaca

C.13 Personnel Actions

It is recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the personnel actions, as submitted.

Dept/School
Vaca

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

Section D ACTION ITEMS

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

***D.1 Consideration and Approval of Resolution #17-13 of the Board of Trustees of the Oxnard School District Approving the Final Architectural Drawings for the McKinna Reconstruction Project of the Master Construct and Implementation Program and Authorizing 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)***

At the March 15, 2017 Board meeting, the Board of Trustees approved Agreement #16-249 approving an architectural services contract between Dougherty Architects and the District for the McKinna Reconstruction Project (hereafter “Project”). The selection of Dougherty Architects followed a competitive proposal process and a project planning study that included an analysis of options to accommodate the reconstruction of the McKinna site as contemplated in the District’s Master Construct and Implementation Program.

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

The Project includes the construction of a new school on the existing 9.5-acre site followed by the demolition of the existing school. Construction will include a new 31-classroom school building as well as associated library, administrative space, and multi-purpose room on the site’s existing playfields. All facilities have been designed to enable 21st century methods of teaching and learning. Once complete, school operations would be transferred to the new facilities and the existing facilities would be demolished. New playfields would be constructed at the location of the former structures. Based on State loading standards, the project may accommodate approximately 725 students in grades K through 5 per revised specifications adopted by the Board in June 2017. Architectural design work was launched immediately following Board approval, and has been guided through production of schematic drawings, design development, and construction documents. Dougherty Architects 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 have reviewed the plans and recommend Board approval. The attached resolution reflects the intent and desire of the Board of Trustees of the Oxnard School District to submit the final architectural drawings and specifications produced by Dougherty Architects for the McKinna Reconstruction 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.

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 McKinna Reconstruction Project and further direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval. There is no fiscal impact related to the approval of Dougherty Architect’s final architectural drawings. The McKinna Reconstruction Project is being funded from the Master Construct and Implementation Program funds.

ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F
BOARD POLICIES

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

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:

**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: 10/18/17

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

Agreement Category:

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

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

Presentation on Title III (Freeman/Batista)

The Title III accountability plan will be presented with information on how these funds, which are targeted for English Learner students, are being spent and how the English Learner Service Department is working with schools to ensure high levels of academic performance for our EL students.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of English Learner Services that the Board of Trustees accept the presentations as outlined above.

ADDITIONAL MATERIAL: None

Presentation to OSD Board of Education

Title III Accountability Plan

OCTOBER 2017

Dr. Marlene Batista

Director English Learners Services



What is Title III?

Title III is known as the Language Instruction for English Learner and Immigrant Act. The purpose is to ensure that EL students, including immigrant youth, attain English proficiency and meet academic standards that other students are expected to meet.



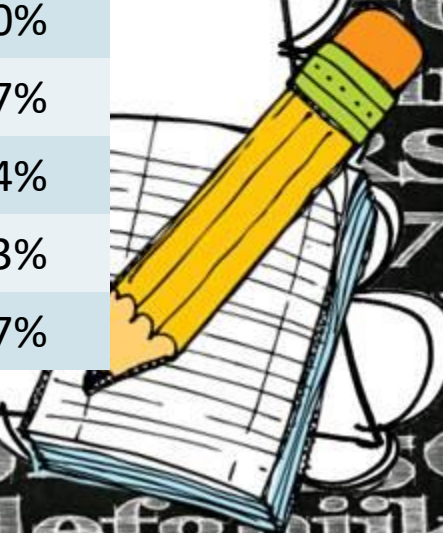
How can funds be used?

Title III funds must be used to increase the English proficiency of EL students. This can be done by providing language instruction, educational programs, effective professional development to school staff, and parent engagement/education.



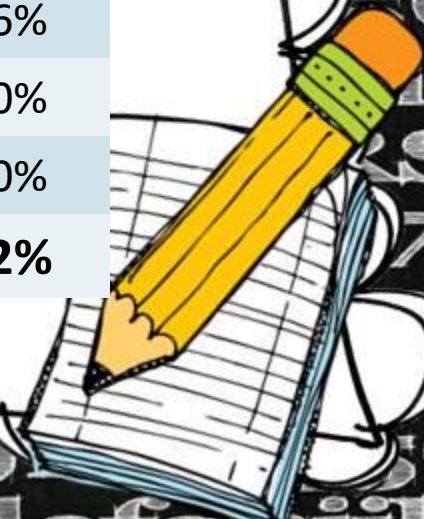
English Learner Enrollment

Site	Total Enrollment	LEP Enrollment	EL%
BREKKE	601	229	38%
CHAVEZ	913	563	62%
CURREN	1040	533	51%
DRIFFILL	1172	666	57%
ELM	632	476	75%
FRANK	1249	453	36%
FREMONT	1138	226	20%
HARRINGTON	594	460	77%
HAYDOCK	947	319	34%
KAMALA	1181	739	63%
LEMONWOOD	854	571	67%



English Learner Enrollment

Site	Total Enrollment	LEP Enrollment	EL%
MARINA WEST	622	342	51%
MARSHALL	532	231	43%
MCAULLIFFE	736	206	28%
MCKINNA	727	576	79%
RAMONA	599	512	85%
RITCHEN	630	275	44%
ROSE	700	532	76%
SIERRA LINDA	697	417	60%
SORIA	1041	309	30%
Totals:	16,605	8608	52%



Title III Accountability

Previously, Annual Measurable Achievement Objectives (AMAOs) were used for accountability.

With the new English Language Proficiency test, ELPAC, accountability for ELs is still a gray area. Performance on SBAC and Reclassification numbers can continue to be used to measure success with ELs.

*No New Data is currently available.



Title III Plan 2017-18

- Assess the Transitional Bilingual program and create a plan of action to ensure a research-based, high caliber program is being offered that supports the needs of ELs in the program.
- Provide continued training on biliteracy for dual language teachers.



Title III Plan 2017-18

- Provide professional development to all K-8 ELA/ELD teachers in designated and integrated ELD.
- Provide all 6-8 content teachers professional development in integrated ELD (VCOE content specialists).



Title III Plan 2017-18

- Consider before and/or after school tutoring by credentialed teachers to provide extra support to EL students.
- Provide additional instruction for EL students during Summer School.

Title III Plan 2017-18

- Purchase supplemental materials for use in 3rd-8th grade Newcomer Academies.
- Provide additional professional development and planning time for Newcomer Academy teachers.





Title III Plan 2017-18

- Support Newcomer Academy programs at elementary and middle school with site Newcomer TOSAs.
- Use district ELD and Biliteracy TOSAs to provide teachers with support through planning, coaching, data analysis, professional development and modeling effective practices.



Title III Plan 2017-18

- Provide additional professional development for teachers of English learners through attendance at conferences such as CABE and other local workshops.



Title III Plan 2017-18

- Provide district level cohort of Project 2 INSPIRE through CABE.
- Offer parents of English Learners the opportunity to attend workshops, conferences and learning events.



Title III Plan 2017-18

- Train principals and site coaches on analyzing data and leading their staff in professional learning conversations around student learning and instruction.





Title III Plan 2017-18

- Ensure the monitoring of ELD instruction in all classrooms through the use of a monthly Administrator ELD Monitoring form.
- Offer professional development for all staff on ELPAC and it's implications for classroom instruction.



Reclassification 2017-18

- Last spring we had over 1000 reclassifications in grade 3rd-8th
- We are currently in the process of our Fall Reclassifications using 2016 CELDT, SBAC scores and STAR 360 fall scores.



Reclassification 2017-18

- Spring reclassification will be smaller in numbers as we will have to re-test eligible students with an unofficial CELDT – we will be focusing on transition grades 5th and 8th as well as students highly recommended by teachers.





BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

STUDY SESSION	_____	
CLOSED SESSION	_____	
SECTION A-I: PRELIMINARY	_____	
SECTION A-II: REPORTS	_____	
SECTION B: HEARINGS	<u> X </u>	
SECTION C: CONSENT AGENDA	_____	Agreement Category:
		_____ Academic
		_____ Enrichment
		_____ Special Education
		_____ Support Services
		_____ Personnel
		_____ Legal
		_____ Facilities
SECTION D: ACTION	_____	
SECTION F: BOARD POLICIES	1 ST Reading _____	2 nd Reading _____

PUBLIC HEARING RE: REQUEST FOR APPROVAL TO SUBMIT GENERAL WAIVER REQUEST- TERM LIMIT FOR BOND OVERSIGHT COMMITTEE (Penanhoat)

The Measure R Bond Oversight Committee (BOC) is the citizens' oversight body for \$90 million in General Obligation bonds for the Oxnard School District. Per Education Code Section 15282(a), "*The citizens' oversight committee shall consist of at least seven members to serve for a term of two years without compensation and for no more than three consecutive terms.*" Under the terms of EC 15282(a), Mrs. Jessica Vargas, PTA Parent Representative on the BOC, will reach the end of her third term at the end of February 2018.

The Administration is requesting the Board's authorization to apply for a waiver of EC 15282(a) in order to allow the District to benefit from the outstanding expertise and contributions of the abovementioned individual during the next phases of the building program. Approval of this waiver will help preserve continuity and enable this experienced member to continue to provide advice and guidance to the BOC and to the District. Additionally, it has proven a challenge in the past to find members that are willing to make this commitment; the current group has been a good "fit". Mrs. Vargas has been consistent in her attendance and involvement with this Committee, and has expressed her willingness to continue to serve.

In past years, the California Department of Education converted to an automated process for submission of waivers. Staff will enter the waiver information into CDE's online system upon receipt of Board approval.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the submission of a waiver of Education Code Section 15282(a) to the California Department of Education in order to allow a member of the Measure R Bond Oversight Committee to continue to serve past her current term.

ADDITIONAL MATERIAL

Attached: Measure R BOC Membership List & History of Terms (1 page)
Notice of Public Hearing (1 page)

**OXNARD SCHOOL DISTRICT
MEASURE R CITIZENS' BOND OVERSIGHT COMMITTEE
HISTORY OF CURRENT MEMBERSHIP & TERMS**

<i>Name</i>	<i>Representation</i>	<i>Position</i>
Hill Scott, Karen	Community at Large	Parent, McAuliffe School; Owner, Hill Scott Homes
Term 1: 02/13 – 01/15		
Term 2: 02/15 – 01/17		
Term 3: 02/17 – 01/19		
Lindholm, Nancy	Business Organization	President/CEO, Oxnard Chamber of Commerce
Term 1: 10/12 – 09/14		
Term 2: 10/14 – 09/16		
Term 3: 10/16 – 09/18		
Maria, Alyssa	Parent/Guardian	Parent & School Site Council Member, Elm School
Term 1: 12/16 – 11/18		
McLaughlin, Charles	Taxpayers' Association	Board Member, Ventura County Taxpayers' Association; President, Aspen Helicopters
Term 1: 10/12 – 09/14		
Term 2: 10/14 – 09/16		
Term 3: 10/16 – 09/18		
Padilla, Jeannette	Senior Citizens' Organization	AARP Member
Term 1: 10/14 – 09/16		
Term 2: 10/16 – 09/18		
Vargas, Jessica	Parent/Guardian, PTA	PTA President, Elm School; Parent, Elm School
Term 1: 02/13 – 02/14 (<i>drew initial one-year term</i>)		
Term 2: 03/14 – 02/16		
Term 3: 03/16 – 02/18		
Term 4: 03/18 – 02/20 (<i>pending 10/18/17 Board approval</i>)		
Ward, Crittenden	Community at Large	Community Member
Term 1: 01/15 – 12/16		
Term 2: 01/17 – 12/18		

Per Citizens' Oversight Committee Bylaws: *"The Committee shall consist of a minimum of seven (7) members appointed by the Board of Education...Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning November 7, 2012. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an additional two (2) year term."*

Per EC 15282: *"The citizens' oversight committee shall consist of at least seven members to serve for a term of two years without compensation and for no more than three consecutive terms."*



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

October 4, 2017

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, October 18, 2017, at 7:00 p.m., or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, regarding the District's intent to apply for a waiver of Education Code Section 15282 relative to term limits for a member of the Measure R Bond Oversight Committee.

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



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Rose Avenue Elementary School

220 South Driskill Street, Oxnard CA 93030

(805) 385-1575 Fax: (805) 485-8061



To: Dr. Cesar Morales, Superintendent

From: Pablo Ordaz, Principal

Date: October 5, 2017

RE: Harbor Freight Tools USA, Inc. Rose Avenue Garden Donation

I am pleased to inform the Board of Trustees that Rose Avenue School achieved the culmination of the Rose Avenue Garden Project donated by Harbor Freight Tools USA, Inc. 26541 Agoura Road Calabasas, CA 91302

We would like to thank Harbor Freight Tools USA, Inc. for being a partner with the Rose Avenue School Community and for their amazing volunteers and countless work hours to build 13 garden planting beds, 12 tree baskets; donation of gardening tools, fruit trees, seeds, and other gardening materials and supplies. This generous donation to the Rose Avenue School has brought tremendous joy and enthusiasm to our students and staff. The students and staff look forward to project based learning, growing and harvesting their very own fruits, vegetables and herbs that can become part of our from the Garden to the kitchen school project.

The Rose Avenue Garden will be taken care by all students and grade levels as they have planned to make the garden a hands-on project and part of their daily science lessons. We thank Harbor Freight Tools USA, Inc. for their generous donation to Rose Avenue School and for making this project a reality for the Rose Avenue school community.

I am requesting that the Board of Trustees be made aware of this donation.

Thank you for assistance with this matter.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

- Study Session:** _____
- Closed Session** _____
- A-1. Preliminary** _____
- A-II. Reports** _____
- B. Hearings** _____
- C. Consent Agenda** _____

Agreement Category:

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

- D. Action Items** _____
- F. Board Policies** 1st Reading _____ 2nd Reading _____

Approval of Agreement #17-176 – Oxnard Performing Arts Center (Freeman)

The Oxnard Education Foundation along with the Oxnard School District will host an event to acknowledge students who scored within the top 5 percentile district wide in the California Assessment of Student Performance and Progress CAASPP test. The Awards of Excellence ceremony will be held on Wednesday, October 25, 2017 at the Oxnard Performing Arts Center.

FISCAL IMPACT:

Not to Exceed \$1,700.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-176 with the Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: Agreement #17-176, Oxnard Performing Arts Center (12 Pages)

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 18th day of October 2017, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and “Oxnard School District”, (“Licensee”).

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

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

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

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

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

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

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

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

2. Coordination of Use

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

3. License Period

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

Moving In: Wednesday, October 25, 2017 1:00 PM

Moving Out: Wednesday, October 25, 2017 10:00 PM

Program: Wednesday, October 25, 2017 4:00 PM

4. Reservation Fee

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

5. License Fee

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

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

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

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums,

exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

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

8. Maintenance of Records

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

9. Proposed Event

The event to be presented by Licensee shall consist of **"2017 Awards of Excellence"**. Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

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

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$19.99, \$2.00 per ticket for tickets priced \$20.00 to \$39.99, and \$3.00 per ticket priced \$40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

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

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

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 A.M.** on the **26th** day of **October 2017**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

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

c. Executive Director may, in his or her sole discretion, store, or cause to be

stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

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

13. Handling of Funds

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

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

14. Prop Entrance

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

15. Care of Theater

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

16. Electrical Work and Plans

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

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or

kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

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

19. Televising Requires Permission

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

20. Conduct of Persons

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

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

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

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

21. Control of Theater

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

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

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

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

24. Entertainment Standards

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

25. Concession Sales by PACC

PACC reserves the sole right:

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

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

26. Sales by Licensee

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

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

27. Use of PACC Box Office

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

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

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

30. Assignment

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

31. Occupancy Interruption

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

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

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee’s performance of this Agreement or Licensee’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Licensee’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee’s duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is

established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

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

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

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

34. Maintenance and Repair

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

35. Default

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

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

36. Cancellation by PACC

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

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

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

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

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

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

37. Cancellation by Licensee

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

38. Attorneys' Fees

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

39. Entire Agreement

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

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
Oxnard School District

Oxnard Performing Arts Center Manager

Lisa A. Franz
Director, Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

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

Approval of Agreement #17-178 – Oxnard Performing Arts Center (Freeman/Ridge)

A District-wide event is planned at the Oxnard Performing Arts Center for certificated and classified staff on Monday, October 30, 2017. The PBIS (Positive Behavior Interventions and Supports) Committee will share a message regarding on how we interact with our students, our community and each other to build positive relationships.

FISCAL IMPACT:

Not to Exceed \$1,358.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-178 with the Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: Agreement #17-178, Oxnard Performing Arts Center (12 Pages)

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of October 2017, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and "Oxnard School District" ("Licensee").

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

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

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

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

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

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

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

(1) Equipment/Supplies	
(a) Stage Lighting	\$ <u>0.00</u>
(b) House Sound System	<u>0.00</u>
(c) Orchestra Chairs	<u>0.00</u>
(d) Lectern/ Podium	<u>0.00</u>
(e) Panasonic DLP Projector	<u>0.00</u>
(f) Wireless Microphone	<u>0.00</u>
 (2) Personnel	
(a) Stage Technicians	\$ <u>923.00</u>
(b) House Manager	<u>200.00</u>
(c) 3 Ushers	<u>210.00</u>
(d) Box Office	<u>n/a</u>

2. Coordination of Use

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

3. License Period

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

Moving In: Monday, October 30, 2017 6:30 AM

Moving Out: Monday, October 30, 2017 1:00 PM

Program: Monday, October 30, 2017 8:00 AM

4. Reservation Fee

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

5. License Fee

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

(1) License Fee	<u>waived per agreement</u>
(2) Equipment/Supplies	<u>waived per agreement</u>
(3) Personnel	<u>1,333.00</u>
(4) Insurance	<u>own</u>
(5) Non-Refundable Processing Fee	<u>25.00</u>
TOTAL	<u>\$1,358.00</u>

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

6. Gross Receipts Fees

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

7. No Free Passes

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

8. Maintenance of Records

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

9. Proposed Event

The event to be presented by Licensee shall consist of "2017 SIP Day". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

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

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$19.99, \$2.00 per ticket for tickets priced \$20.00 to \$39.99, and \$3.00 per ticket priced \$40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

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

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

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 A.M.** on the **31st** day of **October 2017**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

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

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

12. PACC Not Liable For Licensee's Property

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

13. Handling of Funds

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

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

14. Prop Entrance

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

15. Care of Theater

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

16. Electrical Work and Plans

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

17. Animals Prohibited

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

18. Signs Require Permission

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

19. Televising Requires Permission

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

20. Conduct of Persons

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

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

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

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

21. Control of Theater

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

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

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

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

24. Entertainment Standards

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

25. Concession Sales by PACC

PACC reserves the sole right:

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

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

26. Sales by Licensee

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

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

27. Use of PACC Box Office

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

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

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

30. Assignment

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

31. Occupancy Interruption

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

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

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special

proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

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

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

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

34. Maintenance and Repair

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

35. Default

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

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

36. Cancellation by PACC

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

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

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

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

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

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

37. Cancellation by Licensee

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

38. Attorneys' Fees

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

39. Entire Agreement

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

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
Oxnard School District

Oxnard Performing Arts Center Manager

Lisa A. Franz
Director, Purchasing

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



Addendum to Estimate Sheet

Event: 2017 SIP Day

Date: October 30, 2017

Time: 8:00am-12:00pm

Equipment Rental Fees:

\$0.00

Recap of Personnel Fees:

Stage Technicians

\$923.00

House Manager

\$200.00

3 Ushers

\$210.00

Box Office Fee

N/A

Total Personnel Fees:

\$1,333.00

Contract Total Fees:

Rental Fee

N/A

Equipment/ Supplies Fee

\$0.00

Personnel Charges

\$1,333.00

Insurance

OWN

Ticket Printing

N/A

Non-Refundable Processing Fee

\$25.00

Security Guards Fee

N/A

Total Contract Fees:

\$1,358.00

Less Deposit Paid:

Total Due to PACC:

\$1,358.00

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

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



ESTIMATE ONLY

Date Proce...	Estimate #
10/30/2017	390

Bill To
Oxnard Elementary School District Lydia Alvara

Event Name
PBIS District Training

Time Of Event	Date Of Event	Tech Info
8a - 12p	10/30/2017	NO

Description	Time	Qty ...	Rate	OT ...	Amount
Stage Lighting					0.00
House Sound System			0.00		0.00
Orchestra Chairs			0.00		0.00
Lectern/ Podium			0.00		0.00
Panasonic PT-DX810 8 K Lumen DLP Projector					0.00
Shure SLX 24 Wireless Handheld Microphone					0.00
EQUIPMENT RENTAL SUBTOTAL					0.00
Mon. 10/30/2017 Setup, Meeting, Strike					
Stage Technical Director	6:30a - 1p	6.5	28.00		182.00
Lighting Technician	6:30a - 1p	6.5	19.00		123.50
Electrician	6:30a - 1p	6.5	19.00		123.50
Sound Technician	6:30a - 1p	6.5	19.00		123.50
Stage Desk / Curtain Op	6:30a - 1p	6.5	19.00		123.50
Stagehand (2ea)	6:30a - 1p	13	19.00		247.00
STAGE TECHNICAL LABOR SUBTOTAL					923.00
(WVEQ#525##)					

Brad McElmurry Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	Total	\$923.00
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OXNARD SCHOOL DISTRICT

Agreement #17-182

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of October, 2017 by and between the Oxnard School District (“District”) and Antonio F. Jimenez Jimenez (“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 19, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Three Thousand Dollars (\$3,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ana DeGenna
Phone: 805.385.1501, x2351
Fax: 805.486.7358

To Consultant: Antonio F. Jimenez Jimenez
676 Doris Avenue
Oxnard, CA 93030
Phone: (805) 814.0170
Email: antonio.jimenez@csuci.edu

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

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

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

26. **Administration.** **DR. ANA DEGENNA** 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:

ANTONIO F. JIMENEZ JIMENEZ:

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 #17-182

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

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 #17-182

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

COMPENSATION

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

Total compensation shall not exceed Three Thousand Dollars (\$3,000.00), 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 \$3,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-182

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

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 #17-182

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 #17-182

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

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, **ANTONIO F. JIMENEZ JIMENEZ**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

September 20, 2017

Antonio F. Jiménez Jiménez

676 Doris Ave.
Oxnard, CA 93030
Phone: 805-814-0170

TO:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
805-385-1501

Quantity	Description	Unit Price	Total
1	<p>Professional Development Workshops for DLI and TBE Oxnard Unified School teachers on the following dates:</p> <p>October 19th, 2017 (4:00-7:00pm). Content:</p> <ul style="list-style-type: none">- Morfología (formación de palabras)<ul style="list-style-type: none">o El género de las palabras (masculino/femenino)o El número de las palabras (singular/plural)o Los prefijoso Los sufijoso Los enclíticos (ej. cántamela) <p>November 9th, 2017 (4:00-7:00pm). Content:</p> <ul style="list-style-type: none">- El orden de las palabras en la oración- Los artículos- Los pronombres <p>November 30th, 2017 (4:00-7:00pm). Content:</p> <ul style="list-style-type: none">- Los adjetivos- Los adverbios- Las preposiciones- La puntuación (repaso breve a los aspectos diferenciadores entre el inglés y el español) <p>December 7th, 2017 (4:00-7:00pm). Content:</p> <ul style="list-style-type: none">- Introducción al sistema verbal en español e inglés- Los tiempos verbales que expresan pasado- El uso del gerundio- La voz pasiva	\$3000 (\$750 per session)	\$3000
TOTAL			\$3000

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
9/26/2017

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

NAMED COVERED PARTY

CSU Channel Islands
One University Drive
Camarillo CA 95929-00259

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> STR \$35,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-1718	7/1/2017	6/30/2018	EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$4,000,000
					PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						\$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-1718	7/1/2017	6/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.

Oxnard School District, its officers, agents, directors, employees and volunteers are named as additionally insured as respects the use of school district facilities for the CSUCI Workshops conducted by Antonio Jimenez on 10/19/2017, 11/9/2017, 11/30/2017 and 12/7/2017.

Molestation/Abuse Coverage is included in general liability.

CERTIFICATE HOLDER

Oxnard School District
Attn: Risk Management
1051 South A Street
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. West



Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below

Effective: 07/01/2017

Forms a part of MOC No.: CSURMA-LIAB-1718

Issued to: Per Attached Certificate of Coverage

Issued by: California State University Risk Management Authority (CSURMA)

Issued on behalf of Member: CSURMA Member On File With Company

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity “Issued To” above, but only with respect to bodily injury and property damage liability arising out of the “Described Lease or Activity” above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members’** operations or occupation of the premises; or
2. After the **Members’** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members’ retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member’s** coverage primary notwithstanding any conflicting provisions in the **Member’s** memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.
 CSURMA0001 (07/10)

Signed: _____

Date: 7/1/2017

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

- 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 #17-181 – Augmentative Communication Therapies
(Freeman/Sugden)**

Cindy Cottier of Augmentative Communication Therapies will provide complete Assistive Technology Independent Educational Evaluation Services to the Special Education Department during the 2017-2018 academic year.

FISCAL IMPACT:

Not to exceed \$20,000.00 (per attached Rate Sheet) - 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 #17-181 with Augmentative Communication Therapies.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-18, Augmentative Communication Therapies (13 Pages)
Rate Sheet (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-181

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of October, 2017 by and between the Oxnard School District (“District”) and Cindy Cottier dba/Augmentative Communication Therapies (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 19, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), 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: Cindy Cottier dba/Augmentative Communication Therapies
257 S. Euclid Avenue, Suite 257
Pasadena, CA 91101
Phone: (626) 351.5402
Fax:
Email: cacottier@dslextrême.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:

**CINDY COTTIER dba/AUGMENTATIVE
COMMUNICATION THERAPIES:**

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 #17-181

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-181

SERVICES

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

***Provide complete Assistive Technology Independent Educational Evaluation Services during the 2017-18 school year per attached Rate Sheet**

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

***PER ATTACHED RATE SHEET**

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 #17-181

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-181

COMPENSATION

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

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), per hourly fees as listed, 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 \$20,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-181

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-181

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 #17-181

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 #17-181

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-181

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, **CINDY COTTIER dba/AUGMENTATIVE COMMUNICATION THERAPIES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Cynthia Cottier, M.A., M.Ed., C.C.C.
Executive Director
Augmentative Communication Specialist
License # SP 4349

Fees for Services* (fees for service – no insurance accepted):

- 1 hour assessment plus formal written report (either AAC or AT) \$ 1200.00
- a combination AAC/AT evaluation plus formal written report \$ 1800.00
- 1 hour at IEP (per hour of attendance) \$ 175.00
- 1 hour consultation session \$ 175.00
- 1 hour individual therapy session (services provided in office/no on-site school services provided) \$ 175.00
- 1 hour system development, programming and system construction \$ 175.00
- 1 hour individual staff training session (without *PowerPoint* presentation) \$ 175.00
- 1 hour staff training session (with *PowerPoint* presentation) \$ 350.00
- 2 hours staff in-service and training (without *PowerPoint* presentation) \$ 350.00
- 2 hours staff in-service and training (with *PowerPoint* presentation) \$ 900.00
- 3-4 hour workshop (with *PowerPoint* presentation and handouts) \$ 1600.00
- full day seminar (with *PowerPoint* presentation and handouts) \$ 3000.00
- travel expense (per hour of driving outside of 30 mile radius from Pasadena) \$ 175.00

*Nonpublic Agent Certification approved through 12/31/17

257 S. Euclid Ave., Suite #257 ♦ Pasadena, California 91101
Phone / Fax (626) 351-5402 ♦ cacottier@dslextrreme.com

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

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

Approval of Agreement #17-180 – Mixteco/Indigena Community Organizing Project (MICOP) (Freeman/Batista)

This Agreement/MOU will make it possible for MICOP to provide interpreting and visual translation services as needed for our Mixteco and Zapoteco speaking families during the 2017-2018 school year.

FISCAL IMPACT:

Not to exceed \$2,500.00 (\$60.00 per hour plus mileage) – General Fund

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-180 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-180, Mixteco/Indigena Community Organizing Project (9 Pages)
Brochure, Mixteco/Indigena Community Organizing Project (2 Pages)



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

MAILING ADDRESS: P.O. BOX 20543 OXNARD CA 93034-0543

ADDRESS: 520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; FAX: 805 483-1145

TAX ID #: 30-0045901

WWW.MIXTECO.ORG

LANGUAGE SERVICES AGREEMENT #17-180

This LANGUAGE SERVICES AGREEMENT is entered into as of October 18, 2017 (“Effective Date”), by and between the Mixteco/Indígena Community Organizing Project, a 501(c)(3) nonprofit corporation, located at 520 W. 5th St., Suite F, Oxnard, CA 93030 (hereinafter referred to as “MICOP”), and Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030_ (hereinafter referred to as “Client”). MICOP and Client are sometimes herein individually referred to as a “Party” and collectively as the “Parties.” In consideration of their mutual agreements described herein agree as follows:

RECITALS

WHEREAS, MICOP is engaged in the business of providing hospitals, emergency services, outpatient clinics, medical offices and other medical service providers, health plans, governments, for-profit businesses, and not-for-profit institutions with Mixteco/Zapoteco – Spanish and English (with very limited availability). Interpreting services and video interpretation are available in specific regional variants of Mixteco and Zapoteco as listed on **Attachment A**;

WHEREAS, Client desires to engage MICOP to provide interpreting and visual translation services to its members, clients, or service providers within its network;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and intending to be bound hereby, the parties agree as follows:

ARTICLE 1. RELATIONSHIP

- 1.01 Independent Contractor: MICOP shall be an independent contractor with respect to Client. Nothing contained in the agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of the Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth, to create a relationship of agency, representation, joint venture, or employment between the parties.
- 1.02 Services: All Services provided by MICOP under this contract shall be performed by interpreters and translators chosen solely by MICOP’s determination of qualifications, skill, and difficulty of assignment, as well as scheduling availability.
 - a). Client may make request to MICOP for specific interpreters and translators for specific assignments under this agreement, however, while MICOP will make best efforts to satisfy such requests consistent with MICOP quality obligations, MICOP cannot, and does not, guarantee that such requests consistently can or will be filled;

- b). Client understands that all interpreters and translators assigned by MICOP to perform services under this agreement are not employees of Client;
- c). Client understands that all requests for interpreter and translation services under this agreement are to be made to and through MICOP and not directly to or from interpreters and translators.
- d). In accordance with the preceding paragraph, Client understands that any attempt or request to contact any interpreter or translator directly that circumvents MICOP scheduling protocols for the purposes of performing interpreting and translation services or any other associated services, shall be deemed a breach of this Agreement.
- e). All requests for an on-site interpreter and/or telephonic interpretation assistance shall be sent by email or facsimile as specified by MICOP on **Attachment B**.

1.03 Other Conditions / Policies: In order to provide excellent, reliable interpreting services, all service requests must be communicated directly either by telephone or by other electronic means to MICOP. A written confirmation from MICOP shall serve as the official receipt of the request.

ARTICLE 2. COMPENSATION

2.01 In consideration of providing professional interpreting services to Client, MICOP will provide these services for compensation according to the schedule on **Attachment C** for a period of one year from the Effective Date. Pricing and terms will renew automatically thereafter and shall continue unless with 30-day advance written notice from either Client or MICOP.

Multiple Recipients (Included All Rates): Consecutive appointments that occur in the same location with the same language pair. For these appointments, MICOP can interpret for up to two (2) recipients per hour. For classes, group therapies and small meetings, MICOP can provide simultaneous services for up to three (3) recipients.

Billing Policy: MICOP bills at a minimum of **ONE HOUR (1)** for every on-site appointment. Thereafter, MICOP will bill in fifteen (15) minute increments of service, or for each portion thereof.

No Shows: *Interpreter wait time is 20 minutes beyond the start time of the appointment.* If an appointment is not cancelled *prior* to the scheduled start time, and Client fails to arrive at the appointment within 20 minutes of the scheduled start time, the appointment is qualified as a “No Show” and the full rate will apply. If Client is late to an appointment and Interpreter is still present and able to provide services as described herein, services will be billed as of the scheduled start time until completion.

Telephone Assistance/Over-the-Phone Interpretation

MICOP interpreters can be scheduled to provide language assistance in regional dialects in Mixteco or Zapoteco (See Attachment A) for important telephonic exchanges between service-providers and their Limited English Proficient (LEP) clients. Please see **Attachment D** for charges for telephone interpretation, appointment confirmations, conference calls, and other telephonic assistance.

Client Invoices: Invoices are processed and sent on no more than 60 days after date of service. MICOP INVOICES ARE DUE NET 30 DAYS FROM THE DATE OF THE INVOICE. A LATE PAYMENT CHARGE OF 1.5% OF THE BALANCE, CALCULATED MONTHLY, WILL BE CHARGED IF A CLIENT PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF THE DATE OF THE INVOICE. A

CHARGE OF 1.5% PER MONTH, CALCULATED MONTHLY, WILL BE CHARGED TO THE TOTAL UNPAID BALANCE REMAINING IN THE CLIENT ACCOUNT.

Invoice Information:

To: Oxnard School District
Representative Name, Title: Robin Freeman, Asst. Supt., Educational Services
Fiscal Billing Address: 1051 South A Street, Oxnard, CA 93030
Fiscal Email: rfreeman@oxnardsd.org
Fiscal Phone Number: 805-385-1501 x2301
Fax Phone Number: 805-486-7358

ARTICLE 3. MISCELLANEOUS PROVISIONS

- 3.01 Entire Agreement / Amendment. This agreement, including any and all exhibits, constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.
- 3.02 Attorneys' Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, including but not limited to, reasonable costs and attorneys' fees, including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or legal action. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of such attorney's fees and costs.
- 3.03 Severability. In the event any portion of this Agreement is declared void or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.
- 3.04 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
- 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 3.06 Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 3.07 No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer clients to any other party.
- 3.08 Notices. All written notices to be given in connection with this Agreement shall be sufficient if

sent by email, facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), certified or registered mail, postage prepaid, or national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party, as follows:

To MICOP:

Contact: Javier Martinez, Interpreter Coordinator, MICOP
Phone: (805) 483-1166 office, Cell (805)270-9483, Fax: (805) 483-1145
Email: javier.martinez@mixteco.org
Mailing Address: PO Box 20543, Oxnard, CA 93034

- 3.09 Confidentiality. Both parties shall protect the confidentiality of each other's records and information and in particular the information and records of patients receiving medical care and/or treatment from unauthorized disclosure in accordance with state and federal patient confidentiality laws and regulations. Both parties agree that they shall not disclose such confidential information without the prior written consent of the other party.
- 3.10 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by fax or email provided that original executed counterparts are delivered to the recipient on the next business day following the fax or email transmission.
- 3.11 Health Insurance Portability and Accountability Act (HIPAA). MICOP agrees that it is essential and important to keep confidential all individually identifiable health information protected under California and federal law, including, but not limited to, Protected Health Information ("PHI) as defined in 45 C.F.R. 164.501 or its equivalent from time to time, that MICOP receives from Client, or creates or receives on behalf of Client. Therefore, MICOP shall comply with all applicable federal and California laws and regulations, including, but not limited to, HIPAA, and any amendments thereto, relating to PHI.
- 3.12 Execution. By their signatures below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

(Continues on following page)

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed by their authorized agents on this:

_____ day of (month)_____ 2017

MIXTECO/INDIGENA COMMUNITY
ORGANIZING PROJECT,
a California nonprofit corporation

By: Arcenio J. Lopez,
Executive Director

_____ day of (month)_____ 2017

OXNARD SCHOOL DISTRICT (Agency):

By:_____
(signature)

Title: Director, Purchasing

Print Name: Lisa A. Franz



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; CELL: (805) 270-9483

ATTACHMENT A

Specific Regional Dialects/Languages which MICOP can provide interpretation for:

Services are delivered bilingually (Indigenous Language and Spanish).

Trilingual interpretation is limited; if available it can possibly be arranged with advanced notice.

Please contact Interpreter Coordinator, Javier Martinez at (805) 270-9483 if you would like assistance identifying the variant of the language, as to assure the best match in interpretation possible.

Community of Origin and State
Mixtec, Coicoyán de las Flores, Oaxaca
Mixtec, Metlatonoc, Guerrero
Mixtec, San Francisco Higos, Oaxaca
Mixtec, San Juan Mixtepec, Oaxaca
Mixtec, San Martin Duraznos, Oaxaca
Mixtec, San Martin Peras, Oaxaca
Mixtec, San Miguel Cuevas, Oaxaca
Mixtec, San Miguel El Grande, Guerrero
Mixtec, San Pedro Jicayan, Oaxaca
Mixtec, San Sebastian del Monte, Oaxaca
Mixtec, Santa María Natividad, Oaxaca
Mixtec, Santiago Asuncion, Oaxaca
Mixtec, Santiago Naranjas, Oaxaca
Mixtec, Union de Cardenas, Oaxaca
Zapotec, San José Lachiguirí, Oaxaca
Zapotec, San Vicente Coatlan, Oaxaca



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; CELL: (805) 270-9483

ATTACHMENT B

Interpretation Request Form

Please fill out the request from as completely as possible. This request is NOT a confirmation of an interpreter. We will contact you as soon as your request has been received and confirm with you via email. Thank you.

SECTION I:

Today's date: _____ Agency Representative (print): _____

Phone: (____) _____ - _____ Agent Email: _____

*In-person and telephonic interpreter services are delivered bilingually. Trilingual interpretation is limited; if available it can possibly be arranged with advanced notice. Client's community of origin, if known: (ex. *San Martin Peras, San Martin Mixtepec, San Francisco Hijos, etc*):

Client Information

Name of the Client (Parent/Guardian): _____ Client Case #: _____

Name of the Client (Child/Student): _____ Client Case #: _____

Appointment Date & Location

Date (s) _____ to _____

Time (s) _____ to _____ Estimated Amount of Time: _____

Service Site Name: _____

Service Site Address: _____

On-Site Contact Person:

Name: _____ Phone: _____ Email: _____

SECTION II: Please mark service needed:

____ In-person interpretation, ____ Interpretation over-phone ____ Headphones/audio equipment

*If interpretation is needed over phone, please provide with the following information:

SECTION III: Purpose of Interpretation

Type of event: _____ (one-on-one, community forum, presentation, etc.)

Technical language: _____ (legal, medical, educational, mental health, social, economic)

Purpose of interpretation: _____

*Information about this appointment that would be helpful for us to know when choosing among our interpreters? (i.e. sensitive women's appointment, so prefer woman)

Estimated number of audience members: _____

In order for us to support with quality interpretation we request advanced preparation time with your agency representative

If applicable, please list estimated preparation time: _____ (hr/min) Date: _____ Time: _____

SECTION IV: Submit request form to Interpreter Coordinator, Javier Martinez at

javier.martinez@mixteco.org or inquire to about the status, please call 805-270-9483. THANK YOU.

Agency name: Oxnard School District 2017-2018

Rev.1/4/2017



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; CELL: (805) 270-9483

ATTACHMENT C

On-Site (In-Person) Interpreting

Schedule of Rates — Ongoing Assignments

A). Appointments, Services & Emergencies 24/7/365..... \$ 60/hr within VC

B). Cancellations without 24hrs Notice \$ 60/assignment

C). Full-day, Classes, Community Events, Lectures & all else for full day and Out-of-Ventura County.....*call or email for quotation*

E). Mileage..... based on IRS standard mileage rate*

*Mileage is the round trip mileage calculated from our office, 520 W. Fifth St., Suite F Oxnard, CA 93030 to the assignment location. If any additional locations visitations outside of the round-trip mileage is incurred during the job assignment, we will bill accordingly. Mileage is charged if the interpreter must travel over 10 miles from our office in Oxnard. Mileage is billed at the current IRS mileage rate.



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; CELL: (805) 270-9483

ATTACHMENT D

Telephonic Interpretation/ Over-the-phone Interpretation

For all telephone interpretation appointments, telephonic appointment confirmations with clients, and other basic instructions, each call bills @ \$15.00 per call, per 15-minute increments

WHY?



Many agencies which choose not to hire a professional interpreter rely instead on a client's brother or friend, or even a client's child, to interpret into Mixteco. Misunderstandings, breaches of confidentiality, or potentially life-threatening errors can result. Use of professional interpreters is recommended—and often required—to ensure clear communication.

While the training received by MICOP interpreters was designed with healthcare settings in mind, it is based on a set of standards of practice and protocols that are applicable and relevant to any other setting. These standards and protocols were developed by CHIA and are widely accepted by the language interpretation industry at large.

To ensure the highest quality language interpretation services possible, MICOP's language interpreters have been trained to strictly adhere to **Confidentiality, Impartiality, Respect** for individuals and their communities, **Professionalism, Integrity, Accuracy, Completeness** and **Cultural Responsiveness**.

THE MIXTECO PROJECT

Founded in 2001, the Mixteco/Indigena Community Organizing Project (MICOP) unites speakers of indigenous languages with Spanish and English speaking allies to aid and encourage the empowerment of the indigenous community in Ventura County. Serving over 5,000 individuals annually, MICOP trains Mixtec leaders and provides social services, literacy and parenting classes, and humanitarian assistance. MICOP launched Mixteco Interpreter Services in 2010 to improve families' access to needed services throughout Ventura County, and to assist agencies in better communicating with their clientele.

CONTACT US

To arrange for interpreter services at your agency, please contact Mixteco Interpreter Services at:

interpreters@mixteco.org

Or by phone at:

(805) 483-1166.

Mixteco/Indigena Community Organizing Project

PO Box 20543
Oxnard, CA 93034

www.mixteco.org



MIXTECO INTERPRETER SERVICES



Mixteco/Indigena Community Organizing Project



INTERPRETER SERVICES

Mixteco Interpreter Services (MIS) provides professional Mixtec interpreters to help local agencies better communicate with their Mixteco-speaking clientele. There are 20,000 Mixtecos in Ventura County, and many are fluent only in their indigenous language of Mixteco. Our 22 trained interpreters ensure that client and provider clearly understand each other, overcoming barriers both linguistic and cultural.

HOW IT WORKS

Contracted agencies contact Mixteco Interpreter Services to schedule an appointment for an interpreter. Interpreter services are delivered by trained bilingual (Mixteco-Spanish) and trilingual (Mixteco-Spanish-English) interpreters. All interpreters graduated from a 40-hour California Healthcare Interpreter Association training program and receive continuing education.

Mixteco Interpreter Services assigns an interpreter for on-site services, or possibly phone interpretation. We invoice your agency by the hour on a monthly schedule. Current contracted agencies include health providers, school districts, and legal services.



ADVANTAGES OF A PROFESSIONAL INTERPRETER

- **Convenience** — Access to a pool of 10 to 12 trained Mixteco/Spanish interpreters in one stop.
- **User-friendly** — Easy process to request and schedule an interpreter.
- **Training** — MICOP Interpreters receive ongoing training and specialization on specific subject matter and terminology
- **Trust and Recognition**—MICOP is well established and enjoys a solid reputation in the community
- **Confidentiality** — Each interpreter is bound by a confidentiality agreement to ensure client privacy.



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

- 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 _____

**Ratification of Agreement #17-161 - Assistance League, Non-Public School, NPS
(Freeman/Sugden)**

Requesting approval for Non Public School (NPS) services for the students listed below for the 2017-2018 school year, beginning August 21, 2017 and including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: Pre-K (2)

**EG081913
VM071913**

FISCAL IMPACT:

Tuition Pre-K: \$850.00 monthly rate x 2 students x 11 months = \$18,700.00
(including Extended School Year; ESY)

Grand Total: \$18,700.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-161 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-161, Assistance League School, NPS (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #17-161

THIS AGREEMENT made and entered into this 18th day of October 2017 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and;

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Grade: Pre-K (2)

EG081913

VM071913

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2017-2018** school year at a cost of \$850 per month, per student, for 11 months each, beginning August 2017, including Extended School Year (ESY) through July 2018; amount not to exceed **\$18,700.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents' educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$18,700.00** for students listed on page one of this Agreement #17-161.

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

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

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

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

- 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** _____

Ratification of Agreement #17-177 – Ardor Health Solutions (Freeman/Sugden)

Ardor Health Solutions will provide temporary supplemental staffing to the Oxnard School District on an “as needed” basis for the 2017-2018 school year. Ardor Health Solutions will be responsible for payment of each of their service provider’s staff wages, insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Ardor Health Solutions will be utilized to provide service providers as follows, but not limited to the below:

- Speech Language Pathologist
- Physical and/or Occupational Therapist
- SLPA, PTA and/or COTA
- School Nurse/Vocational Nurse/Licensed Practical Nurse
- Specialist in School Psychology
- Special Education Teacher
- Bilingual Therapy Services

FISCAL IMPACT:

Not to exceed the hourly rates per position (see attachment “A” - Rate Sheet) – Special Education Funding

RECOMMENDATION:

It is the recommendation of Director, Special Education Services, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #17-177 with Ardor Health Solutions.

ADDITIONAL MATERIALS:

Attached: Agreement #17-177, Ardor Health Solutions (11 Pages)
Candidate Confirmation (1 Page)
Certificate of Insurance (1 Page)



STAFFING AGREEMENT

This **Staffing Agreement** (“Agreement”) is effective as of the 1st day of July, **2017** (“Effective Date”) and is made by and between **All Source Recruiting Group, Inc.** a Florida Corporation, d/b/a Ardor Health Solutions (“**Ardor**”) located at 5830 Coral Ridge Drive, Suite 300, Coral Springs, FL 33076, and **Oxnard School District** (“**Client**”) A School District located at 1051 South A Street, Oxnard, CA 93030.

RECITALS

Ardor is engaged in the business of, recruiting, employing, and providing on a supplemental staffing basis; and recruiting and placing on a direct hire basis, physical therapists, physical therapy assistants, occupational therapists, certified occupational therapy assistants, speech language pathologists, specialist in school psychology and rehab managers (collectively, "Healthcare Professionals") to provide healthcare services for the Client (the “Ardor Services”);

Client operates medical facilities, health care or school systems that from time to time have the need for Healthcare Professionals on supplemental staffing basis for temporary assignments that range in length from 4 weeks to 42 weeks (each an “Assignment”) or on a direct hire basis for employment by the Client (“Direct Hire”). Assignments and Direct Hire employment are collectively referred to as, “Placements”; and Ardor is willing to provide the Ardor Services to the Client in accordance with the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual promises set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, the parties hereto intending to be legally bound agree as follows:

1. **Services.** During the terms of this Agreement from time to time Client may request the assistance of Ardor to fill opening for Assignments or for Direct Hire positions. The Parties have agreed that all such openings will be filled in accordance with the fee schedule and Client requirements attached hereto and made a part hereof as Attachment A. Such Attachment A may be amended from time to time by Ardor upon 30 day’s prior written notice to Client. If Client continues to request and accept Placements from Ardor after the notice period, the new terms of the amended Attachment A shall apply to such Placements and shall be deemed attached hereto and made a part hereof and subject to the remaining terms and conditions of this Agreement.

2. **Ardor Obligations.** During the term of this Agreement Ardor shall:

A. At the request of Client, recruit qualified Healthcare Professional applicants (“Candidates”) to provide to Client for consideration for a Placement at the Client.

B. Provide the Client with such information as Ardor can reasonably obtain from each respective Candidate for submittal to the Client for its consideration of the Healthcare Professional for the Placement. Such information, depending on the nature of the Placement may include: Candidate’s resume, employment application, applicable skills checklists, references, and employment evaluations.

C. Once a Candidate has been selected by the Client for Direct Hire, Ardor will assist the Client in negotiating a salary, and provide Client with such other assistance as Client may reasonably request to facilitate the Candidate's start date as a Client employee.

D. Once a Candidate has been selected by the Client for an Assignment, a Candidate Confirmation Form ("Confirmation Form") in the form of Attachment B hereto will be prepared and once completed and signed by the Client, such form will be deemed attached hereto and made a part hereof as an Attachment B. Each Attachment B deemed attached hereto shall be subject to the terms and conditions of this Agreement.

E. Once there is a signed Confirmation Form for the Assignment Ardor will:

(1) Provide the Client with the following information regarding the Healthcare Professional assigned:

- a. Verification of Current Professional State License;
- b. Annual skills inventory;
- c. Proof of a satisfactory score on a competency examination;
- d. Current CPR Certification (if specifically required by the Client);
- e. Annual education, including, but not limited to the following:
 - i. Fire and safety;
 - ii. Universal precautions/OSHA standards;
 - iii. Infection control;
 - iv. Patient rights;
 - v. Cultural diversity;
 - vi. HIPAA;
 - vii. National Safety Goals.
- f. Criminal background check/statement as to non-exclusion from federal/state reimbursement programs;
- g. Results of a ten (10) panel drug screen;
- h. Health screening;
- i. Annual TB skin test or screening;
- j. Hepatitis B vaccination, titer or waiver;
- k. All other medical screenings as required by state/federal law or regulation.

(2) Maintain professional liability insurance coverage for each Healthcare Professional while on Assignment in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate and provide Client with a current Certificate of Insurance that such coverage is in full force and effect.

(3) Serve as the employer of all Healthcare Professionals while on Assignment to the Client and assume direct responsibility for the payment of wages, federal and state income tax withholding, social security tax withholdings, unemployment insurance, workers' compensation, ensure that the Healthcare Professional is authorized to work in the United States, check references, and such other obligations imposed by federal, state and local law, and facilitate housing and utilities for each Healthcare Professional placed on Assignment.

(4) Provide benefits as required under the Affordable Care Act, as same may be amended or superseded, to eligible Healthcare Professionals.

(5) Provide Healthcare Professional with information regarding reporting of workers' compensation and other incidents, universal precautions for every patient receiving care, and training regarding signs, labels and color coding using to identify bio hazardous material.

E. Ardor will endeavor to provide Healthcare Professionals to Client for Assignments or on a Direct Hire basis each time the Client requests a Placement; however, nothing herein contained shall require Ardor to fill all Placement requests nor does anything contained herein prevent Ardor from providing the same or similar services to other clients in the same business as Client.

3. **Client Obligations.** Client shall during the Term of this Agreement:

A. Notify and keep Ardor current on any and all staffing needs and/or changes regarding particular Placement requirements. In the event that Client desires to reassign a Healthcare Professional on an Assignment to a unit or location to which the Healthcare Professional was not originally assigned, Client will advise Ardor prior to any reassignment and ensure that such reassignment is made to a unit that is within the scope of the Healthcare Professional's clinical expertise, and to which the Healthcare Professional has been fully oriented.

B. With respect to Healthcare Professionals placed on an Assignment at Client, Client will:

(1) Accept Healthcare Professional after selection by Client for an Assignment as set forth in the applicable Confirmation Form.

(2) Validate the identity of all Healthcare Professionals referred hereunder prior to the commencement of that Healthcare Professional's first scheduled shift on an Assignment.

(3) Provide Healthcare Professionals with general and unit specific orientation as deemed appropriate by the Client for each Assignment, including any site-specific Occupational Safety and Health Administration training as required per OSHA policy and any facility specific orientation to safety and emergency response protocols including those related to blood borne pathogens. Orientation will be considered as contractual hours worked by the Healthcare Professional. Comply with all OSHA and other applicable federal, state and local safety and other laws, rules, and regulations including as they related to any Healthcare Professional while on Assignment to Client.

(4) Provide Healthcare Professional with specific information about Client's exposure control plan, work practices, and Client procedures to follow should an exposure to blood borne pathogens occur while at Client including information regarding where the Personal Protective Equipment used to protect against blood borne pathogens is located; and provide such equipment free of charge to the Healthcare Professional.

(5) Assume professional and administrative direction and control on a daily basis for all services rendered by Healthcare Professional and responsibility to the extent Healthcare Professional follows Client's directives.

(6) Work with Ardor to provide ongoing observation of job competence and periodic review of performance of the Healthcare Professional while on an Assignment to Client. Client acknowledges and agrees to conduct direct observation of the competency for Healthcare Professional while on Assignment to Client; and Client agrees to immediately notify Ardor of any and all deficiencies noted by Client during such observation.

(7) Make available any on-going educational programs and/or training which it offers or provides to its staff to any Healthcare Professional on Assignment at Client.

(8) Immediately notify Ardor and provide written documentation of any unsatisfactory performance, unexpected incidents, including errors, unexpected deaths, and other events, injuries (staff or patient), safety hazards, related to the care or services provided by any Healthcare Professional during his/her Assignment with Client.

(9) Make responsible an authorized representative of Client to approve and transmit Healthcare Professional's hours worked on the Assignment each week to Ardor in the agreed method and prior to the end of the appropriate reporting day. Client acknowledges that the hours transmitted are the basis for the payment by Ardor to the Healthcare Professional. Client will not request Healthcare Professional to work off the clock hours.

(10) Upon receipt of an invoice, Client shall promptly pay Ardor for all Ardor Services including the hours worked by the Healthcare Professional on Assignment at the Client during the time period of the invoice as indicated on the Client approved time record.

(11) Refrain from, except through Ardor, directly or indirectly, recruiting, hiring or otherwise employing or using any Healthcare Professional assigned to Client or whom the Client became acquainted with due to the introduction to him/her by Ardor or as a result of the information provided by Ardor about the Healthcare Professional.

(12) To the extent permitted by law exclude Healthcare Professionals from its benefit plans, policies, and practices, and not make any offer or promise relating to any Healthcare Professional's compensation, benefits, or employment status.

C. With respect to Healthcare Professionals referred to Client for Direct Hire:

(1) Client is responsible for all credentialing, orientation, and other employment requirements once the Candidate is selected by Client for an employment offer.

(2) Client will promptly remit payment for Direct Hire services rendered by Ardor.

4. **Term and Termination:**

A. The term of this Agreement shall be one (1) year, commencing on the Effective Date, and shall continue thereafter until June 30, 2018, unless terminated by either party in writing at least sixty (30) days prior to the anniversary date or unless or until otherwise terminated as provided herein.

B. Either party may terminate this Agreement within sixty (30) days prior written notice to the other party.

C. Notwithstanding the foregoing, a party may immediately terminate or suspend performance under this Agreement in whole or in part, or any Assignment under this Agreement, at any time in the event of a material breach of this Agreement by the other party (including non-payment by the Client) or a violation of any federal, state, county or local law, statute or ordinance by the breaching party, its employees, agents, or subcontractors. If terminated, or suspended such action shall be effective immediately upon written notice by the breaching party given in accordance with this Agreement from the non-breaching party stating the nature of the breach or the violation and the action taken.

D. Except as otherwise specifically provided in this Agreement, neither party shall be entitled to any compensation or claim for goodwill or other loss, cost or expense, which either of them may suffer, or claim to

have suffered, by reason of termination of this Agreement, an Assignment; or suspension of services regardless of the reason for such action.

E. Upon expiration, termination, or suspension of any Assignment or this Agreement for any reason by either party, Client shall immediately pay upon receipt of the invoice all monies due to Ardor for services rendered by Ardor and the Healthcare Professional and related approved expenses incurred through the effective date of expiration, termination, or suspension. Further, to the extent that Healthcare Professional(s) continue to work at the Client to complete an Assignment after termination, expiration or suspension of the Agreement, the Client shall be obligated to continue to make payment for all such work and expenses in accordance with the provisions of this Agreement.

F. Notwithstanding anything contained herein to the contrary, for thirteen (13) week Assignments, Client agrees to provide Ardor in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date. If Client terminates an Assignment prior to the original completion date without providing at least thirty (30) days written notice, Client will pay for all unbilled and/or pre-paid services including, but not limited to, housing expenses, all insurances, travel reimbursements to the Healthcare Professional, license reimbursements to the Healthcare Professional, per-diem pay, car allowance and costs associated with car rentals for the employee, and all out of pocket expenses incurred by the Ardor or the Healthcare Professional including the fees that would have been due from the Client during the thirty (30) day period based upon eight hours (8) per day and a forty hour (40) work week. If the Client provides thirty (30) days prior written notice it will only be billed for the hours actually worked and no additional fees or charges will be charged.

G. Client, in its sole discretion, may terminate an Assignment immediately for "Cause" and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify Ardor in writing within twenty-four (24) business hours of any such dismissal. "Cause" is defined as any violation of Client policies, insubordination, incompetence, poor attendance, poor performance, failure of Healthcare Professional to maintain proper licensure or any violation of the drug abuse policy or any act of omission by the Healthcare Professional which has an adverse impact on the Client. Ardor will not reassign Healthcare Professional to Client without the Client's specific authorization. Notwithstanding the foregoing, prior to the termination, if it is not for patient care, theft or fraud, Client will provide Ardor the opportunity to counsel the Healthcare Professional and if within twenty-four hours (24) there is an improvement there will be no termination.

5. **Indemnification.**

A. Ardor agrees to indemnify, defend and hold harmless Client, its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Client, which result or rise out of any claim by a third party for an act or omission by Ardor or any of its directors, officers, employees or agents in providing Services as set forth I under this Agreement. . Provided however, Client is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken as a result of the direct instructions of Ardor.

B. Client agrees to indemnify, defend and hold harmless Ardor its current and former directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Ardor, which result or arise out of any claim, act or omission by Client or any of its directors, officers, employees, or agents including other vendors pertaining to services under this Agreement. Provided however, Ardor is not entitled to indemnification for its own acts or omissions or that of its agents,

servants, or employees unless such act or omission was taken as a result of the direct or indirect instructions of the Client.

C. In connection with the above indemnification obligations the Client acknowledges that as between it and Ardor, Client is responsible for training, patient quality control and on-site supervision of Healthcare Professionals.

D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, INCLUDING FOR INDEMNIFICATION FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE) EXCEPT FOR FEES RELATED TO THE TERMINATION OF AN ASSIGNMENT WITHOUT THE REQUIRED NOTICE.

E. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

6. **Fees**

A. Fees will be billed in accordance with the Confirmation Form applicable to the particular Assignment.

B. The School District will not be required to make payment for lunch, break time, sick time, or Holidays. Ardor Health Solutions agrees to follow the school calendar holidays days off, early student release days, Professional development days and emergency school closings. Overtime will be billed in accordance with applicable state and federal laws and Client will be billed the applicable legal premium rate. Holiday and call back rate to be billed at same rate as overtime. (Call back subject to a minimum of two (2) hours call back). Paid holidays are Labor Day, Memorial Day, July 4th, Christmas Day, Thanksgiving Day and New Year's Day. The total hours per week will be guaranteed in the individual's Candidate Confirmation.

C. Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within thirty (30) days from date of the invoice. Client further agrees to pay a 1-1/2% per month (or if less, the maximum rate permitted by applicable law) service charge on any invoice balances over thirty (30) days old. In the event any invoice gets turned over to collection, whether or not litigation become necessary, Client shall be responsible for all invoices, service charges, collection and other fees, interest, court costs, reasonable attorneys' fees paid to any third party by Ardor for collection. In the event of breach by Client of the thirty (30) day payment terms Ardor reserves the right to remove the Healthcare Professional from the Assignment to the Client and Client will pay Ardor for the remaining unfilled term of the Assignment. The amount due will be based on the Assignments original end date multiplied by eight (8) hour work days' times the agreed hourly bill rate.

7. **Conversion and Non-Solicitation**

A. Healthcare Professionals are unique and valuable assets of Ardor and Ardor expends significant time and money in recruiting, screening, testing, training, reference checking, marketing and other business activities to locate and maintain qualified Healthcare Professionals for assignment to its clients.

B. If a "Client Entity" directly or "Indirectly" uses the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than Ardor during or within

two (2) years after the end of any Assignment of that Healthcare Professional to Client, Client must notify Ardor and (1) continue the Healthcare Professional's Assignment until the Healthcare Professional has worked 2 full school year assignments of 80 fulltime weeks (3000 hours) for Client through Ardor; or (2) pay Ardor a fee for its loss of services of the Healthcare Professional ("Conversion Fee") of 20% of the Healthcare Professional's annualized base salary. If the Healthcare Professional becomes a direct employee of a Client Entity after completing 80 fulltime consecutive work weeks (3000 consecutive hours) as an Ardor employee on Assignment to Client no Conversion fee is due, the Conversion Fee applies separately to each Healthcare Professional placed on Assignment to Client. A Healthcare Professional's hours are not transferable or combinable with other Healthcare Professionals.

C. For purposes of this Agreement, "Client Entity" includes the Client and its parent, subsidiaries, affiliates, successors and permitted assigns. "Indirectly" for purposes of this Agreement means acting through an intermediary or series of intermediaries such as the use of or contract with third parties (i.e. other staffing firms, affiliates, etc.) specially to accomplish a task which Client Entity is prohibited from doing directly.

D. (1) If Client Entity uses directly or Indirectly the services of a Candidate referred for an Assignment or Direct Hire (other than through Ardor) within two (2) years after the individual was referred or introduced to Client by Ardor, Client shall pay Ardor a placement fee of 20% of the Candidate's annualized base salary. Acceptance of referrals and/or use directly or indirectly by a Client Entity of Candidates referred by Ardor is considered Client's agreement to pay the fee to Ardor as provided above.

(2) Ardor guarantees all Direct Hire Candidates for a period of thirty (30) days from their start date with the Client. Should any Direct Hire Placement resign or be terminated for any reason other than a low census, corporate layoff, bankruptcy, downsizing or lack of work during the first thirty (30) days of employment by the Client, then a free search will be conducted by Ardor to replace that Candidate, or a pro-rated refund will be issued to the Client, at Client's option.

E. Fees due Ardor under this Paragraph are due and payable immediately on the date that a Client Entity directly or Indirectly uses the services of a Healthcare Professional or Candidate referred by Ardor other than through Ardor.

F. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

8. **Relationship.**

A. Ardor and Client are independent contractors with respect to each other and nothing contained in this Agreement shall be construed to create the relationship of partners, joint ventures, agents or representatives of each other and neither shall have any authority to bind the other in any contractual arrangement. Ardor's relationship to Client under this Agreement is that of an independent contractor.

B. The Healthcare Professionals are not employees or agents of Client. Client is solely responsible for meeting its goals for profits, costs, production, and scheduling. Healthcare Professionals have no authority to legally bind Ardor. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal and state withholding tax, workers' compensation, social security, unemployment insurance, and compliance with other federal, state and local laws. Notwithstanding the foregoing, the Client shall be responsible for compliance with state, federal and local Occupational Safety and Health requirements including OSHA as it relates to the Healthcare Professional and the Assignment. Client at its sole cost and expense ensure prompt remediation if required and hold Ardor harmless from any and all claims, penalties and assessments related to any violations.

C. Both parties agree to comply with all federal, state and local rules and regulations regarding employment and neither party shall discriminate in any fashion against any Healthcare Professional or Candidate on the basis of any protected characteristic or other violate any state, federal or local law, rule or regulation related to employment.

9. **Miscellaneous.**

A. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law principles thereof. For purposes of any dispute between them, Client and Ardor consent to the personal jurisdiction of the courts of the State of Florida and consent to venue in the state or federal courts located in Broward County, Florida. The parties each waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

B. **Survival.** Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

C. **Waiver.** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

D. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

E. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.

F. **Modifications.** This Agreement, as well as the various Attachments made a part hereof, shall not be modified or altered in any respect, except in writing signed and agreed to by the parties hereto.

G. **Assignment/Successors.** The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and permitted assigns. Neither party may assign, transfer its interest herein, or delegate its duties hereunder, without the prior written consent of the other party. However, Ardor may assign its rights and delegate its duties hereunder without the consent of Client to any of its subsidiaries, affiliates or divisions, and any purchaser of all or substantially all of Ardor's assets or stock or any other successor to Ardor's business. Further, Ardor may without the written consent of the Client utilize the services of subcontractors to perform Assignments and/or provide all or some of the Services hereunder. Any assignment or delegation of duties in violation of this provision shall be null and void.

H. **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the other party if by hand, telephone facsimile to the other party with confirmation of successful transmission, to the other party by electronic mail to the address for the party on file with confirmation of delivery to that party's electronic mail, sent by United States Mail certified, return receipt or registered, postage prepaid, or by nationally recognized overnight mail service prepaid for overnight delivery, and addressed to the other party at the address set forth on the signature page of this Agreement (or such other address as shall be given in writing by one party to the other in conformity with the provisions of this Paragraph). All written notices and reports permitted or required to be delivered by the provisions of this

Agreement shall be deemed so given on the earliest of (1) receipt; (2) attempted delivery if delivery is refused; (3) the close of business on the first business day after transmission by a nationally recognized overnight carrier, telephone facsimile or other electronic system (including electronic mail); (iv) or close of business on the second business day after the date delivered to in the United States Mail if sent postage prepaid by registered or certified mail.

I. Force Majeure. Neither party will be responsible for failure or delay in performance of this Agreement (except for payment failures) if the failure or delay is due to labor disputes, strikes, fire, riot, war (declared or undeclared), terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

J. Construction and Recitals. The parties agree that this Agreement shall not be construed against the drafter of the document because they drafted the document, as they have done so merely for the convenience of the parties. The Recitals to this Agreement is incorporated herein by this reference.

K. Headings and Pronouns. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

L. No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective permitted successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

M. Legal Action. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, if successful, the prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all other charges and expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

N. Change of Law Compliance. If any change of law, prohibits, restricts, limits or otherwise adversely affects either party's rights or obligations herein in a manner material to this Agreement or would result in foreseeable exposure to legal noncompliance or material financial adverse consequences, the parties agree, upon the written request for such negotiations, to make their best efforts to negotiate in good faith reasonable revisions to this Agreement to avoid or mitigation such consequences and results in any provisions of this Agreement. If the parties fail to agree to such revisions within thirty (30) days then either party may terminate this Agreement upon an additional fourteen (14) days' written notice to the other party and this Agreement will terminate on the same grounds as if it reached the end of its final term without additional liability to either party except for the services rendered prior to the termination and as otherwise provided herein.

O. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts when taken together shall constitute one amendment, binding on the parties. Facsimile copies of this Agreement, signed in counterparts, shall be considered for all purposes, including delivery, as originals, and shall also constitute one agreement, binding on all of the parties hereto.

P. Authority. The individuals whose signatures appear below represent and warrant that they are authorized representatives of the entities on whose behalf they entered into this Agreement and that they possess the full power and authority to enter into this Agreement and to bind the party they purport to represent.

(Signature line is on next page)

Attachment A: Contract Assignment SCH. Rate Sheet

<u>Position</u>	<u>Hourly Rate</u>
Physical Therapist	\$70 - \$78
Physical Therapy Assistant	\$58 - \$63
Occupational Therapist	\$70 - \$78
Certified Occupational Therapy Assistant	\$58 - \$63
Speech Language Pathologist	\$70 - \$78
Speech Language Pathologist – Clinical Fellowship Year	\$58 - \$64
Speech Language Pathology Assistant	\$58 - \$63
Specialist in School Psychology	\$70 - \$78
School Nurse	\$70 - \$78
School Vocational Nurse/Licensed Practical Nurse	\$58 - \$63
Special Education Teachers	\$64 - \$72
Bilingual Therapy Services	\$72 - \$80
School Social Worker	\$60 - \$70
Tele-Therapist – Occupational and Speech Therapy	\$68 - \$76

Travel Contract: Please be aware that all final rates will be agreed upon and will require authorized signature on the Candidate Confirmation sheet. The School District will not be required to make payment for sick time or holidays. The District will only be responsible for paying Ardor Health Solutions for the hours actually worked by our employee.

Conversion Clause: If a “Client Entity” directly or “Indirectly” uses the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than Ardor during or within two (2) year after the end of any Assignment of that Healthcare Professional to Client, Client must notify Ardor and (1) continue the Healthcare Professional’s Assignment until the Healthcare Professional has worked 2 full school year assignment of 80 weeks (3000 hours) for Client through Ardor; or (2) pay Ardor a fee for its loss of services of the Healthcare Professional (“Conversion Fee”) of 20% of the Healthcare Professional’s annualized base salary. If the Healthcare Professional becomes a direct employee of a Client Entity after two full school years (3000 consecutive hours) as an Ardor employee on Assignment to Client no Conversion fee is due, the Conversion Fee applies separately to each Healthcare Professional placed on Assignment to Client.

Confidentiality: Please note that any and all documents shared between Ardor Health Solutions and your facility regarding business that takes place between the two, shall be deemed confidential and should not be shared with any Healthcare employee of Ardor Health Solutions. This does include the Ardor Agreement, Candidate Confirmation, Certificate of Insurance and anything else that may contain private information.

Payment Terms: Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within thirty (30) days from date of the invoice.

Termination:

With Cause - Client, in its sole discretion, may terminate an Assignment immediately for “Cause” and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify Ardor in writing within twenty-four (24) business hours of any such dismissal.

Without Cause - Client agrees to provide Ardor in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date.

****If candidate is floating between facilities or doing home health, facility will be billed mileage at the current IRS rate****

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

Oxnard School District (“Client”)

**All Source Recruiting, Inc. d/b/a
Ardor Health Solutions (“Ardor”)**

By: _____

By: _____

Its: Lisa A. Franz, Director, Purchasing

Its: _____

Date: _____

Date: _____



ARDOR Health Solutions

The Healthcare Staffing Source

5830 Coral Ridge Drive Suite 120 Coral Springs, FL 33076

Phone: 866-425-5768 / Fax: 888-229-1124

www.ardorhealth.com

CANDIDATE CONFIRMATION

Date: 9/5/2017
Attention: Kristin Haidet
Phone: 805-385-1501
Email: khaidet@oxnardsd.org

Candidate: Harjas Chilana

Facility: OXNARD ELEMENTARY SCHOOL DISTRICT
City, State: OXNARD, CA

Position: Occupational Therapist

Start Date: 9/21/2017
End Date: 6/14/2018

Off Dates: School Approved Calendar Days

Hourly Rate: \$79.00/hr
OT/Holiday Rate: OT: \$118.50/hr, HOL: n/a

Guaranteed 40 hours a week:

Initials 

If candidate is floating between facilities or doing home health, facility will be billed mileage at the current IRS rate

****Should candidate work more than eight (8) hours in a twenty-four (24) hour period, California overtime rate will be applied. Any hours worked in excess of eight (8) hours, up to and including the 12th hour in a twenty-four (24) hour period will be invoiced and paid at time and a half of the contracted rate. All hours worked in a twenty-four (24) hour period in excess of 12 hours, will be invoiced and paid at double the contracted rate. ****

Timesheets must be approved by Monday 5:00 PM EST each week in order to ensure the employee is paid for hours worked the week prior.

IN WITNESS HEREOF, the undersigned have duly executed the CONFIRMATION or have caused this CONFIRMATION to be duly executed on its/their behalf, as of the day and year set forth below. By executing the CONFIRMATION, the parties hereto accept all of the stipulations set forth herein and in the addenda, and agree to each and every provision therein.



Legally Authorized Signature

9-5-17

Print Name and Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2017

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 have ADDITIONAL INSURED provisions or 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 Risk Transfer Insurance Agency, LLC 219 E. Livingston Street Orlando, FL 32819	CONTACT NAME: Stefanie Parker
	PHONE (A/C, No, Ext): 407-481-9363
INSURED All Source Recruiting Group, Inc. dba Ardor Health Solutions 5830 Coral Ridge Drive, Ste 300 Coral Springs, FL 33076	FAX (A/C, No):
	E-MAIL ADDRESS: sparker@risktransfer.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : ZURICH AMERICAN INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 78NRGSCV **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abusive Acts \$3m/\$3m <input checked="" type="checkbox"/> EBL \$1m/\$2m GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRA5908312-04	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PRA5912932-04	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Crime Employment Practices			PRA5908312-04	03/01/2017	03/01/2018	Prof Liab-Each claim \$ 1,000,000 Prof Liab-Aggregate \$ 3,000,000 Employee Dishonesty \$ 100,000 EPLI-Each Claim \$ 1,000,000 EPLI-Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap: \$1m\$1m\$1m (Ohio, Washington & Wyoming; Abusive Acts \$3m/3m; Certificate holders are included as Additional Insured in addition to affording Waiver of Subrogation with respect to General Liability & Hired & Non-Owned Auto; Primary & Noncontributory applies with respect to General Liability & Hired & Non-Owned Auto; Waiver of Subrogation, Alternate Employer Endorsement also applies to certificate holders under Workers Compensation; all as required by written contract or agreement, subject to the terms, conditions and exclusions within the policy.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/18/17

- 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 _____

Ratification of Agreement #17-179 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to a special education student that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Student: JV120313

FISCAL IMPACT:

\$32,614.40 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-179 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$32,614.40.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-179, Ventura County Office of Education (1 Page)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 16, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JV120313

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 165 min. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/16/2017 (IEP date= 1/23/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> (8/16/2017-1/23/2018)	UPCOMING: <u>2018-2019</u>
	\$ <u>32,614.40</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 32,614.40 (17-18 Fiscal Year only)

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

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 10/18/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

X Personnel

____ Legal

____ Facilities

SECTION D: ACTION _____

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

Ratification of Agreement #17-184 – California State University, Channel Islands (Vaca/Bond)

Oxnard School District and California State University, Channel Islands School of Education will establish a partnership to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject, and Special Education (mild to moderate, moderate to severe) initial teaching credential.

Intern: Lizbeth Banales (Special Education, Mild to Moderate Program)

FISCAL IMPACT:

District will pay CSUCI Intern on the Certificated Salary Schedule from the Unrestricted General Fund.

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 #17-184 with California State University, Channel Islands.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-184, California State University, Channel Islands (5 Pages)

California State University Channel Islands
School of Education

Internship Placement Site Agreement (Paid)

Important: This AGREEMENT should only be used when a CSU Channel Islands INTERN is paid by an Internship Site, and will receive academic credit for work performed.

This AGREEMENT pertains to one INTERN's internship opportunity.

Student INTERN: Lizbeth Banales

(Full name of INTERN)

This AGREEMENT entered into between the Trustees of the California State University on behalf of California State University Channel Islands, hereafter referred to as "UNIVERSITY," and Oxnard [REDACTED] School District, thereafter referred to as the "INTERNSHIP SITE".

I. STATEMENT OF PURPOSE

INTERNSHIP SITE and UNIVERSITY recognize the opportunity for meaningful INTERN-focused learning experiences for the UNIVERSITY, INTERNSHIP SITE and INTERN. The UNIVERSITY supports the goals and objectives of the INTERNSHIP SITE program in which the INTERN will participate.

II. RESPONSIBILITIES

A. INTERNSHIP SITE's responsibilities:

1. California law may require the INTERNSHIP SITE to obtain INTERN's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the INTERNSHIP SITE's responsibility to: 1) determine whether such fingerprinting is required; 2) obtain the INTERN's fingerprints; and 3) obtain criminal background clearance from the appropriate agency, and 4) incur the costs of fingerprinting.
2. Inform INTERN of the need for a tuberculosis test; testing shall be at the expense of the INTERN or INTERNSHIP SITE; maintain the confidentiality of any results as required by federal and state law.
3. Identify the INTERN's support provider. The support provide must meet with the INTERN regularly at least two to four hours a week to facilitate the INTERN's learning experience, provide support, review progress on assigned tasks, verify the hours spent with the INTERN and give feedback.
4. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the INTERNSHIP SITE's operations, services, clients and students; a discussion concerning safety policies and emergency procedures; and information detailing where INTERNS check-in and how they log their time.
5. Provide INTERN with a written description of the INTERN's tasks and responsibilities.

California State University Channel Islands

School of Education

Internship Placement Site Agreement (Paid)

6. Provide appropriate training, equipment, materials and work area for INTERNS prior to INTERNS performing assigned tasks or working with the INTERNSHIP SITE's clients/students.
7. Evaluate the INTERN if requested by the UNIVERSITY and contact the UNIVERSITY if the INTERN fails to perform assigned tasks or engages in misconduct.
8. Notify the UNIVERSITY as soon as is reasonably possible of any injury or illness to INTERN participating in a learning activity at the INTERNSHIP SITE.
9. Provide INTERN with two release days a semester to observe other teachers in their classrooms that will be arranged by the university supervisor. The district takes responsibility for funds associated with the release days.

B. UNIVERSITY's responsibilities

1. Advise that INTERN agrees to participate in all training required by the INTERNSHIP SITE.
2. Advise that INTERN agrees to exhibit professional, ethical and appropriate behavior when at the INTERNSHIP SITE.
3. Advise that INTERN agrees to complete all assigned tasks and responsibilities in a timely and efficient manner.
4. Advise that INTERN agrees to abide by the INTERNSHIP SITE's rules and standards of conduct.
5. Advise that INTERN agrees to maintain the confidentiality of the INTERNSHIP SITE's proprietary information, records and information concerning its clients/students.
6. The UNIVERSITY will advise INTERN that neither the UNIVERSITY nor the INTERNSHIP SITE assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the INTERNSHIP SITE.
7. Provide the INTERN with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance is activated upon full execution of this AGREEMENT.

III. GENERAL PROVISIONS

- A. This AGREEMENT will become effective upon its execution by both INTERNSHIP SITE and UNIVERSITY, for the specific period beginning on August 1, 2017, and ending on June 30, 2018, or until terminated by either party after giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the INTERNSHIP SITE will not be effective against any participating INTERN until the INTERN has completed the internship term or as mutually agreed upon by the parties.

California State University Channel Islands
School of Education
Internship Placement Site Agreement (Paid)

- B. The INTERNSHIP SITE and the UNIVERSITY agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this AGREEMENT. This paragraph will survive expiration or termination of this AGREEMENT.
- C. Both the UNIVERSITY and INTERNSHIP SITE agree to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The INTERNSHIP SITE may dismiss INTERN if the INTERN violates its standards, mission or goals. The INTERNSHIP SITE will document its rationale for terminating INTERN and provide the UNIVERSITY with a copy of the rationale upon request.
- E. The INTERN, if paid by the INTERSHIP SITE while participating in this internship at the INTERNSHIP SITE is not an officer, employee, agent or volunteer of the UNIVERSITY.
- F. Nothing contained in this AGREEMENT confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the UNIVERSITY.
- G. This AGREEMENT may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations.
- H. Any notices required by this AGREEMENT will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

Name Dr. Manuel Correia

Title: Faculty Advisor

Telephone: (805) 437- 8936

Email Address: manuel.correai@csuci.edu

INTERNSHIP SITE:

Name Dr. Jesus Vaca

Title Asst. Supt. Human Resources & Support Services

Telephone 805-385-1501 x2051

Email Address jvaca@oxnardsd.org

iii. CSU POLICIES, RULES AND REGULATIONS – TITLE IX

As established under California State University Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities.

California State University Channel Islands
School of Education
Internship Placement Site Agreement (Paid)

UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

INTERNSHIP SITE agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY INTERNS, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all INTERNS, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 "Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties"

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 "Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against INTERNS and Systemwide *Procedure* for Addressing Such Complaints by INTERNS"

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by INTERNSHIP SITE will result in the immediate termination of this AGREEMENT and immediate departure of the INTERN from the INTERNSHIP SITE premises, regardless of the status of the UNIVERSITY's investigation.

Representation on Authority of Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

California State University Channel Islands
School of Education
Internship Placement Site Agreement (Paid)

IN WITNESS WHEREOF, this AGREEMENT has been fully executed by the parties as of the date last written below.

For UNIVERSITY

Name Katharine Hullinger
Title Interim Director, Procurement,
Contracts & Risk Management
Date 09/18/17
Address: Contracts, Procurement & Risk Management
1 University Drive
Camarillo CA 93012

For INTERNSHIP SITE

Name _____
Title Lisa A. Franz, Director, Purchasing
Date _____
Address: 1051 South A Street
Oxnard, CA 93030

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 10/18/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

X Personnel

____ Legal

____ Facilities

SECTION D: ACTION _____

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

Ratification of Agreement #17-185 – Alliant International University Inc. (Vaca/Bond)

Oxnard School District and Alliant International University Inc. will establish a partnership to allow Practicum Students, Student Teachers, and Interns enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program, or School Counseling Program to serve their Practicum of Internship with the Oxnard School District.

Term of Agreement: **July 1, 2017 through June 30, 2020**

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 #17-185 with Alliant International University Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-185, Alliant International University Inc. (4 Pages)



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION

And

OXNARD SCHOOL DISTRICT

Alliant International University, Inc. A California Benefit Corporation (“University”) and Oxnard School District (“District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Interns who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either Alliant International University or the District shall be mutually acceptable by both Alliant International University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective July 1, 2017 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any intern who has been placed with the district prior to the effective date of termination.

Alliant International University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Intern services or responsibilities.
2. Each Candidate shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by Alliant International University personnel, including but not limited to the University faculty and the University field supervisor as directed by California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate teacher interns at least six times during a semester and allocate time with each intern after each visit to discuss the observation.

7. University Supervisors will meet with District Support Providers at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

Oxnard School District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. No appointment shall be made unless the prospective employee provides proof of fingerprint clearance or photocopy of California teaching permit, and verification that he or she is free from tuberculosis.
4. No Intern shall displace any fully credentialed employee in the District.
5. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by California Commission on Teacher Credentialing Standards.
6. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
7. The Intern's salary shall not be reduced to pay for the supervision of that Intern.
8. The Intern will apply to the California School of Education at Alliant International University for the Intern Credential within the first semester of coursework.
9. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
10. The District Support Provider will observe and evaluate each intern teacher at least one time during a term (4 times in an academic year) and allocate time with each intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
11. District Site Support Providers must hold credentials in the same areas as the interns they support and/or hold an Administrative Services Credential.
12. All intern teachers and student teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must comprise of ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the district understands that for each percentage point below that threshold, the candidate will be required to observe for two full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

13. District Intern Support Providers, District Induction Support Providers (Education Specialist Clear Credential), and master teachers must have a minimum of three years teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The district confirms that its Intern Support Providers and Induction Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Oxnard School District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc. or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the Oxnard School District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION

Alliant International University, Inc. shall hold harmless, defend and indemnify Oxnard School District and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of Alliant International University, Inc., its officers, employees, or student teachers incurred in the performance of this Agreement.

Oxnard School District shall hold harmless, defend and indemnify Alliant International University and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of Oxnard School District, its officers, employees, or agents incurred in the performance of this Agreement.

Alliant International University:

**Andy Vaughn, President
Alliant International University**

Date

**Dr. Mary Oling-Sisay, Dean
California School of Education
Alliant International University**

Date

Oxnard School District:

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

Date

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **October 18, 2017**

- Study Session _____
- Closed Session _____
- A. Preliminary 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 to Set Date for Notice of Public Hearing re: Sunshine of the California School Employees Association’s (CSEA) and the Oxnard School District’s (District) Initial Proposals for 2017-2020 Negotiations, Pursuant to Government Code Section 3547

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (“CSEA”) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2017-2020 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the November 1, 2017 Board meeting.

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule November 1, 2017 for the Public Hearing for CSEA and the District’s proposals.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 9/27/17
- Letter to CSEA Chapter 272 President dated 9/27/17
- District’s Initial Bargaining Proposals to CSEA for 2017-18
- Letter from CSEA President, Chapter 272 dated 9/7/17 including CSEA 2017-20 Proposals



OXNARD SCHOOL DISTRICT

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

September 27, 2017

Ernest "Mo" Morrison, President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, CA 93030

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

Dear President Morrison:

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd C. Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Sally Wennes, Principal
Mary Truax, Manager, Special Education

Personnel Commission Director (neutral resource for both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 9 (Pay Allowances), Article 11 (Professional Growth Awards Program), Article 16 (Leaves), Article 29 (Term of Agreement) and any other articles mutually agreeable to both parties (See Attachment).

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these Articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the November 1, 2017 Board Meeting.

Sincerely,



Dr. Jesus Vaca,
Assistant Superintendent
Human Resources and Support Services

Attachment(s): Letter to Ilene Poland, CSEA Chapter President
Letter from CSEA Requesting Negotiations
2017-2018 CSEA Interest Based Problem Solving Proposals

cc: Dr. Cesar Morales, Superintendent
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Chantal Anderson, Principal
Mary Truax, Manager Special Education
Personnel Commission Director (Neutral Resource to Both Parties)



OXNARD SCHOOL DISTRICT

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

September 27, 2017

Ms. Ilene Poland, Chapter President
California School Employees Association
c/o Oxnard School District
1051 South A Street
Oxnard, CA 93030

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

Dear Ms. Poland,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

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Janet Penanhoat, Assistant Superintendent, Business Services
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Chris Ridge, Director, Pupil Services
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Mary Truax, Manager Special Education

Personnel Commission Director (neutral resource for both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 9 (Pay Allowances), Article 11 (Professional Growth Awards Program), Article 16 (Leaves), Article 29 (Term of Agreement) and any other articles mutually agreed upon by the parties.

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these Articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the November 1, 2017 Board Meeting.

Sincerely,



Dr. Jesus Vaca,
Assistant Superintendent
Human Resources and Support Services

Attachment(s): Letter to Board President, Ernest "Mo" Morrison
2017-2018 CSEA Interest Based Problem Solving Proposals

cc: Dr. Cesar Morales, Superintendent
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd C. Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Chantal Anderson, Principal
Mary Truax, Manager Special Education
Personnel Commission Director (Neutral Resource to Both Parties)



OXNARD SCHOOL DISTRICT

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

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Director
Classified Human Resources

Oxnard School District
Initial Sunshine Proposal to the
California School Employees Association, Chapter #272

2017-2018 Interest Based Problem Solving Proposals

Article 9 Pay Allowances

- The District seeks to discuss Pay Allowances

Article 11 Professional Growth Awards Program

- The District seeks to discuss Professional Growth Awards Program

Article 16 Leaves

- The District seeks to discuss Leaves

Article 29 Term of Agreement

- The District seeks to discuss Term of Agreement

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
OXNARD CHAPTER 272**

September 7, 2017

Received
SEP 07 2017
Certificated Personnel

Dear Dr. Vaca,

CSEA wishes to negotiate the attached articles using the Interest Base problem solving process for the (2017-2020) Successor Negotiations.

Our proposal is to discuss and reach mutual understanding that will benefit both our Unit Members and the District Administration.

CSEA looks forward to beginning the process of negotiating in good faith and transparency with our partners in education, the Oxnard School District administration.

Respectfully,


Ilene Poland, President

CSEA Oxnard 272

Hugger50@aol.com

805-746-5806

Sent from AOL Mobile Mail

Get the new AOL app: mail.mobile.aol.com



**California
School
Employees
Association**

1505 Gardena Avenue
Glendale, CA 91204

(818) 244-1545
(800) 834-9959
FAX: (818) 244-8897
www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



August 21, 2017

**Ilene Poland, Chapter President
Oxnard Elementary Chapter #272
P O Box 1413
Ventura, CA 93002-1413**

RE: Initial Proposal on Successor Negotiations (2017-2020)

Dear Chapter President Poland:

I have received the initial proposal for Successor Negotiations (2017-2020) between the Oxnard Elementary School District and the California School Employees Association and its Chapter #272.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or policies of the Association. This initial proposal will need to be approved by the membership prior to starting negotiations.

Remember once a tentative agreement has been reached forward a signed copy to the field office immediately for review prior to ratification.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

**Espie Medellin
Field Director**

**EM/vt
17 VS 272 IP Successor Negotiations 17-20**

C: Don Snyder, Area I Director; Andrew Prickett, Senior Labor Relations Representative; Vince Steele, Labor Relations Representative; File

**The California School Employees Association and its Oxnard Chapter 272
(CSEA)**

**To
Oxnard Elementary School District**

Initial Proposal for 2017--2020 Successor Agreement

Article 3 - Organizational Rights: CSEA seeks to evaluate and strengthen language in the Organizational Rights Article.

Article 4 - Stewards: CSEA seeks to evaluate and strengthen language in the Stewards Article.

Article 8 - Hours and Overtime: CSEA seeks to evaluate and strengthen language in the Hours and Overtime Article.

Article 9 - Pay and Allowances: CSEA seeks an equitable and fair salary increase across the salary schedule. CSEA also seeks to make language changes that better reflects work that is done outside of classification.

Article 11-Professional Growth Awards Program: CSEA seeks to evaluate and strengthen language in the Professional Growth Article.

Article 12-Employee Expenses and Materials: CSEA seeks to evaluate and strengthen language in the Employee Expenses and Materials Article.

Article 13-Health and Welfare Benefits: CSEA seeks to evaluate and strengthen language in the Health and Welfare Benefits Article.

Article 14-Annual Work Calendar and Holidays: CSEA seeks to evaluate and strengthen language in the Annual Work Calendar and Holidays Article.

Article 15-Vacation: CSEA seeks to evaluate and strengthen language in the Vacation Article.

Article 16-Leaves: CSEA seeks to evaluate and strengthen language in the Leaves Article.

Article 17-Transfers: CSEA seeks to evaluate and strengthen language in the Transfers Article.

Article 20-Layoff Reemployment and Effects: CSEA seeks to evaluate and strengthen language in the Layoff Reemployment and Effects Article.

Article 22-Grievances: CSEA seeks to evaluate and strengthen language in the Grievances Article.

Article 29-Terms of Agreement: CSEA seeks to evaluate and strengthen language in the Terms of Agreement Article.

Article 30-Campus Assistants: CSEA seeks to evaluate and strengthen language in the Campus Assistants Article.

In the spirit of collaboration, additional articles may be opened as mutually agreed to between both parties.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Approval of WAL #012 with Tetra Tech Inc. to conduct a Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris/Patterson Project (Penanhoat/Fateh/CFW)

The Oxnard School District (District) is proceeding with an Environmental Impact Report (EIR) for proposed facilities at the Doris/Patterson site. The proposed project includes the construction and operation of a new K-5 elementary, 6-8 middle school and District administrative center on a 25-acre site at the southeast corner of Doris Avenue and North Patterson Road.

In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL#012 as follows:

Master Agreement: #13-132

WAL: #012

Consultant: Tetra Tech, Inc.

Date Issued: November 1, 2017

Amount: \$4,500.00 (not to exceed)

Under this WAL assignment, Tetra Tech will conduct a Screening Health Risk Assessment and Carbon Monoxide Screening Analysis. Tetra Tech will prepare a simple Tier 1/Tier 2 screening health risk assessment for the construction phase of the project to determine health risk impacts associated with particulate matter emissions resulting from diesel combustion by construction off-road equipment. The screening health risk assessment will be modeled for the construction site using South Coast Air

Quality Management District Risk Assessment procedures for Rules 1401, 1401.1 and 212.

Tetra Tech will also conduct a carbon monoxide screening analysis for up to seven intersections to determine potential impacts of carbon monoxide on sensitive receptors and air quality resulting from traffic associated with the proposed project. The carbon monoxide screening analysis will be based on results from the traffic analysis which is currently underway.

The results of the additional analysis will be documented in the air quality/greenhouse gas (GHG) sections of the EIR currently underway.

FISCAL IMPACT

\$4,500 to be paid out of Master Construct and Implementation Program funds.

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 approve WAL #012 in the amount not to exceed \$4,500.00 with Tetra Tech Inc. for the Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris/Patterson Project per Master Agreement #13-132.

ADDITIONAL MATERIAL

Attached: WAL #012, Tetra Tech, Inc. (1 Page)
Proposal dated 10/10/17 (3 Pages)
Master Agreement #13-132, Tetra Tech, Inc. (36 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:		DATE:	10/19/2017
SITE NAME:	Doris Patterson	DSA #	
MASTER AGREEMENT #:	13-132	OPSC #	
WAL #:	012	VENDOR ID:	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech, Inc. Street: 5383 Hollister Avenue Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3101

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provision of services to conduct a Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris/Patterson project as outlined in the attached scope of work, schedule, and not to exceed fees.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:	10/19/2017	COMPLETION DATE:	See attached estimated schedule
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FIXED FEE AMOUNT: \$4,500 (not to exceed)

This fee amount is based upon Consultant's proposal dated 10/10/2017 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)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	Patricia Raphael Garcia (CFW)	PREPARED BY:	Patricia Raphael Garcia (CFW)
P.O. #		P.O. AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER Master Construct and		Implementation Program Funds
COST ID:	6171 - Environmental Studies		

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



October 10, 2017

M-2431

Ms. Patricia Raphael Garcia
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 200
Los Angeles, California 90041

Subject: Proposal to Conduct a Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris Patterson Educational Facilities Project.

Dear Patricia:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to conduct a Screening Health Risk Assessment and Carbon Monoxide Screening Analysis for the Doris Patterson Educational Facilities Project. The proposed scope of work was prepared to address additional analysis in response to comments received from the Ventura County Air Pollution Control District during the Notice of Preparation (NOP) public scoping period.

Project Understanding:

OSD proposes to construct and operate a new K-5 elementary, 6-8 middle school and District administrative center on a 25-acre site at the southeast corner of Doris Avenue and North Patterson Road. The new school is needed to accommodate existing and anticipated future enrollment in the District. OSD, as the lead agency, is preparing an environmental impact report (EIR) for the proposed Doris Patterson Educational Facilities Project.

A NOP was issued on May 11, 2017 to receive comments, input, suggestions for project alternatives, and any other pertinent information that may enable OSD to prepare a comprehensive EIR for the proposed project. The NOP comment period ended on June 9, 2017. Based on comments received, Ventura County APCD has specifically requested that a screening health risk assessment be conducted to address the potential to expose sensitive receptors to elevated levels of diesel exhaust emissions resulting from construction equipment operating during the construction of the proposed project. Tetra Tech also understands that the screening health risk assessment does not include a comprehensive dispersion modeling exercise, which the Ventura County APCD is not requiring. Additionally, Tetra Tech understands that the Ventura County APCD would like to have a carbon monoxide screening analysis to determine CO impacts to sensitive receptors and air quality resulting from traffic congestion at intersections adjacent to the project site.

Scope of Work:

The proposed scope of work was prepared to address the Ventura County APCD request to address the following items:

- Earthmoving equipment has the potential to expose sensitive populations in the vicinity to elevated levels of diesel exhaust;
- Ventura County APCD recommends a screening health risk assessment be conducted; and

Tetra Tech, Inc.

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



- A carbon monoxide screening analysis should be conducted for any project-impacted roadway intersection currently/expected to operate at LOS D, E, or F.

Tetra Tech will prepare a simple Tier 1/Tier 2 screening health risk assessment for the construction phase of the project to determine health risk impacts associated with particulate matter emissions resulting from diesel combustion by construction off-road equipment. The screening health risk assessment will be modeled for the construction site using South Coast Air Quality Management District Risk Assessment procedures for Rules 1401, 1401.1 and 212.

Tetra Tech will also conduct a carbon monoxide screening analysis for up to seven intersections to determine potential impacts of carbon monoxide on sensitive receptors and air quality resulting from traffic associated with the proposed project. The carbon monoxide screening analysis will be based on results from the traffic analysis which is currently underway.

The results of the additional analysis will be documented in the air quality/greenhouse gas (GHG) sections of the EIR.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$ 4,500. This price will not be exceeded without your prior authorization.

Tetra Tech is ready to start work on this project. Tetra Tech estimates that this air quality evaluation can be completed within two weeks from receipt of the notice to proceed.

Limitations

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

The Oxnard School District (OSD) should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.



Contractual Terms and Conditions

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

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

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.
Project Manager/California Schools Director

cc: Longman, R. (Tt SBA)
Lewis, M. (Tt SBA)

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

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

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

RTW (Initials)

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

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

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

RTW (Initials)

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

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

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

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

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

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

RTW (Initials)

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

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

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

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

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

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

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

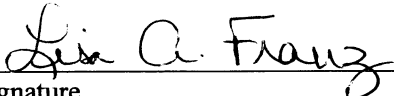
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

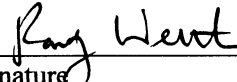
- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura,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

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

OXNARD SCHOOL DISTRICT:

TETRA TECH INC.:


Signature


Signature

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

Randy Westhaus / Director
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

Not Project Related

Project #13-132

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

Not Project Related

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

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

Table 3
Estimated Costs to Provide Specific Services

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

- Not Project Related
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**Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013**

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

Not Project Related

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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

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

- Not Project Related
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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-132

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

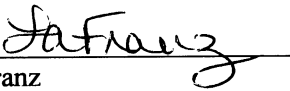
CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

Name: _____

Title: _____

AND/OR

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

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

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

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

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

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

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

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

1. Project Initiation:

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

2. Calendar of Events:

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

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3. DTSC Compliance:

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

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

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

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5. Negative Declaration:

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

6. Mitigated Negatives

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

7. Environmental Impact Report:

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

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

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

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

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

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

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

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

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

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

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

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

12. Project Management and Attendance at Progress Meetings:

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

13. Progress Reports:

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

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

14. Reports:

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

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

15. Time

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

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

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

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

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

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

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

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

16. Accuracy Standards

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

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

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

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

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

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

Tetra Tech, Inc. _____ Date

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

Caldwell Flores Winters, Inc. _____ Date

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

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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: _____
Project Name/Site
 PROJECT #: _____
Project #
 PROJECT TYPE: _____
New Const./Modernization
 DATE: _____
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____

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

VENDOR NAME

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

Policy No. GL 514 26 23

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

This policy is amended as follows:

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

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

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

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

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

The following Definitions apply to this endorsement:

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

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

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

forms a part of

Policy No. CA 327 52 65

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

This policy is amended as follows:

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

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2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

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

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

Policy No. WC 1565 60 17

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

This policy is amended as follows:

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

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

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

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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

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

Form 107414

107414 (03/11)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Approval of WAL #011 with Tetra Tech Inc. for Evaluation of Historic Significance for the Rose Avenue School Reconstruction Project (Penanhoat/Fateh/CFW)

The Oxnard School District (District) is proceeding with the reconstruction of the Rose Avenue K-5 school. The project includes the construction of a new school on the existing 9.3-acre site followed by the demolition of the existing school.

In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL#011 as follows:

Master Agreement: #13-132

WAL: #011

Consultant: Tetra Tech, Inc.

Date Issued: October 19, 2017

Amount: \$1,600.00 (not to exceed)

Under a previous WAL assignment, Tetra Tech prepared a California Environmental Quality Act (CEQA) analysis to assist in the compilation of substantial evidence to support the development of a categorical exemption for the project. Based on their findings, further historical significance evaluation is recommended by Tetra Tech.

Under this WAL assignment, Tetra Tech will prepare an Evaluation of Historic Significance for the Rose Avenue School Reconstruction Project. Tetra Tech will assess the Rose Avenue School buildings for any historic significance and prepare Department of Parks and Recreation (DPR) 523 forms as is the protocol for formal evaluation.

FISCAL IMPACT

\$1,600.00 to be paid out of Master Construct and Implementation Program funds.

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 approve WAL #011 in the amount not to exceed \$1,600.00 with Tetra Tech Inc. for Evaluation of Historic Significance for the Rose Avenue School Reconstruction Project per Master Agreement #13-132.

ADDITIONAL MATERIAL

Attached: WAL #011, Tetra Tech, Inc. (1 Page)
 Proposal dated 9/22/17 (3 Pages)
 Master Agreement #13-132, Tetra Tech, Inc. (36 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:		DATE:	10/19/2017
SITE NAME:	Rose Avenue Reconstruction Project	DSA #	
MASTER AGREEMENT #:	13-132	OPSC #	
WAL #:	011	VENDOR ID:	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech, Inc. Street: 5383 Hollister Avenue Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3101

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provision of services to prepare an Evaluation of Historic Significance for the Rose Avenue K-5 School Reconstruction Project as outlined in the attached scope of work, schedule, and not to exceed fees.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:	10/19/2017	COMPLETION DATE:	See attached estimated schedule
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FIXED FEE AMOUNT: \$1,600 (not to exceed)

This fee amount is based upon Consultant's proposal dated 9/22/2017 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)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	Patricia Raphael Garcia (CFW)	PREPARED BY:	Patricia Raphael Garcia (CFW)
P.O. #		P.O. AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER Master Construct and		Implementation Program Funds
COST ID:	6171 - Environmental Studies		

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:



September 22, 2017

M-2425rev1

Ms. Patricia Raphael Garcia
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 200
Los Angeles, California 90041

Subject: Proposal to Conduct an Evaluation of Historic Significance for the Rose Avenue School Reconstruction Project.

Dear Patricia:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to conduct an evaluation of historic significance for the Rose Avenue School Reconstruction Project. The existing Rose Avenue School campus was constructed in 1965 and modernized in 2004. The existing school buildings are more than 50 years old and Tetra Tech recommended that a historic resources survey be conducted in our letter dated August 9, 2017 regarding a Categorical Exemption under the California Environmental Quality Act (CEQA). Historic resource surveys are done to identify resources worthy of designation in a local register of historic resources, the California Register of Historical Resources, or the National Register of Historic Places. Our understanding of the project is as follows:

Project Understanding:

Rose Avenue Elementary was built in 1965 on a 9.3-acre site and is operated as a K-5 school with 31 permanent classrooms and 3 portable classrooms. The Master Construct Program assessed the need for extensive modernization to provide a new media center, modernized classrooms and MPR/food service building, upgraded electrical and other utilities, and improved playfields, vehicular areas, lunch shelters, and play equipment. In lieu of a costly renovation, the Master Construct Program adopted a reconstruction plan for the campus that locates all new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, enabling the existing Rose Avenue Elementary to continue in operation until construction is complete. Upon completion, the north half of the site would be demolished and replaced with new playgrounds, hard courts, and play fields.

The 2015-16 enrollment was 745 students.¹ The Master Construct and Implementation Program recommended to construct Rose with an increased number of classrooms in order to provide additional District K-5 capacity relief as well as maximize the District's potential State aid reimbursement. The adopted specification for the project calls for a loading of 750 students at State standards.

Scope of Work:

Tetra Tech will evaluate the Rose Avenue School buildings for their historic significance and eligibility for listing in the California Register of Historical Resources as a historic resource under CEQA. The buildings will be evaluated on Department of Parks and Recreation (DPR) 523 forms as is the protocol for

¹ Ed Data Education Data partnership. Rose Avenue Elementary accessed March 2017, URL: <http://www.ed-data.org/school/Ventura/Oxnard/Rose-Avenue-Elementary>



formal evaluation. The findings documented on the DPR 523 forms can then be used to support the CEQA document determination. The draft DPR 523 forms will be submitted to CFW and we will incorporate any comments received into the final DPR 523 forms.

This scope assumes one round of review of the draft DPR 523 forms and that no additional studies will be performed by Tetra Tech. This scope also assumes that no mitigation measures will be needed to reduce the level of impact resulting from the demolition of the school buildings.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$1,600. This price will not be exceeded without your prior authorization.

Tetra Tech is ready to start work on this project. Tetra Tech estimates that the evaluation of historic significance can be completed within two to three weeks from receipt of the notice to proceed, assuming that CFW/OSD will provide us the requested school site information in a timely manner and review of the draft DPR 523 forms occurs within a few days of receipt.

Limitations

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

The Oxnard School District (OSD) should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

Contractual Terms and Conditions

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



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

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Rt Westhaus'.

Randy T. Westhaus, P.E.
Project Manager/California Schools Director

cc: Longman, R. (Tt SBA)
Lewis, M. (Tt SBA)

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

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

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

RTW (Initials)

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

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

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

RTW (Initials)

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

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

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

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

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

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

RTW (Initials)

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

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

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

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

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

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

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

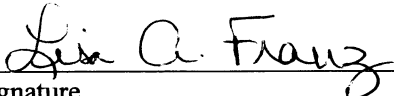
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

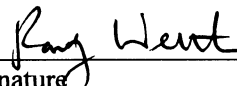
- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura,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

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

OXNARD SCHOOL DISTRICT:

TETRA TECH INC.:


Signature


Signature

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

Randy Westhaus / Director
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

Not Project Related

Project #13-132

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

Not Project Related

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

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

Table 3
Estimated Costs to Provide Specific Services

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

- Not Project Related
 Project #13-132

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

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

Not Project Related

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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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 #13-132

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

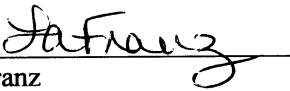
CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

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

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

Name: _____

Title: _____

AND/OR

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

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

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

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

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

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

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

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

1. Project Initiation:

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

2. Calendar of Events:

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

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3. DTSC Compliance:

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

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

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

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5. Negative Declaration:

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

6. Mitigated Negatives

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

7. Environmental Impact Report:

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

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

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

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

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

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

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

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

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

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

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

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

12. Project Management and Attendance at Progress Meetings:

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

13. Progress Reports:

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

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

14. Reports:

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

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

15. Time

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

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

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

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

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

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

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

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

16. Accuracy Standards

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

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

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

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

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

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

Tetra Tech, Inc. _____ Date

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

Caldwell Flores Winters, Inc. _____ Date

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

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

Policy No. GL 514 26 23

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

This policy is amended as follows:

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

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

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

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

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

The following Definitions apply to this endorsement:

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

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

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

forms a part of

Policy No. CA 327 52 65

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

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

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of
Policy No. WC 1565 60 17

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

This policy is amended as follows:

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

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

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

Form 107414

107414 (03/11)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Approval of a Contractor Contingency CREDIT No. 011 to the Lemonwood E.S. Reconstruction Project's Contractor Contingency for a reduction of cost for Additional Work associated with the Project (Penanhoat/Fateh/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of new school facilities at the existing Lemonwood school site.

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that Meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

Contractor Contingency Allocation No. 011 provides for the Board's approval one (1) Proposed Allocation Item due to discrepancies or errors in the Construction Documents and (1) Other item of cost (credit) agreed to in writing by the Contractor and District to be added back to the Contractor Contingency. Contractor Contingency Allocation No. 011 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 011 will be a **CREDIT** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Three Thousand Five Hundred Twelve Dollars and Seven Cents. \$3,512.07** to be added to the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 011 will be **Thirty-six Thousand Two Hundred Twenty-two Dollars and Forty-Three Cents. (\$36,222.43).**

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 011 to Construction Services Agreement #15-198 with Swinerton Builders, for additional items of Work related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- *Contractor Contingency Allocation No. 011 (2 Pages)*
- *Swinerton PCI No. 0241 (25 Pages)*
- *Swinerton PCI No. 0243.1 (20 Pages)*
- *Construction Services Agreement #15-198 (19 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: October 18, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 011

PROJECT:	LEMONWOOD K-8 RECONSTRUCTION PROJECT	OWNER:	Oxnard School District
O.S.D. BID No.	N/A		1051 South A Street
O.S.D. Agreement No.	15-198		Oxnard, CA. 93030

ARCHITECT	SVA Architects, Inc. 3 MacArthur Place, Suite 850 Santa Ana, CA 92707
------------------	---

CONTRACTOR:
Swinerton Builders
 865 S. Figueroa St., Ste. 3000
 Los Angeles, CA 90017
 Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	747,709.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(714,998.64)
ADJUSTED CONTINGENCY SUM	\$	32,710.36
NET CHANGE	\$	3,512.07
<hr/>		
Total Contingency Allocations to Date:	\$	711,486.57
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 011.....	\$	36,222.43

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 0241 Add vibration isolators to power exhaust unit supports at Classroom Building #1		\$42,001.38		
2.	CREDIT: PCI 0243.1 Eliminate specified EMS control system and replace with VenStar stand alone thermostats and other independent fan controls per OED narrative dated 8/28/2017.				(\$45,513.45)
3.					
4.					
5.					
6.					
7.					
	Totals		\$42,001.38		(\$45,513.45)

Total Contractor Contingency Allocation Approval No. 011 (\$3,512.07)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

Assistant Superintendent, Business & Fiscal Services:

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



September 8, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0241 CCD 23 Add Vibration Isolation to Power Exhaust stands previously added in CCD 005

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

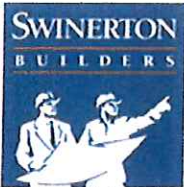
Add vibration isolators at the Power Exhaust support stand added in CCD 005. DSA FE would not allow a rigid connection between Power Exhaust and support stand as previously designed in CCD 005.

Phase	Category	Description	Subcontractor	Quote
230010	71140	Add vibration isolators a Power Exhaust units at Classroom Building CCD# 023	SHELDON MECHANICAL CORPORATION	28,483.00
230010	71140	Temporary supports of economizers due to late approval of CCD 005	SHELDON MECHANICAL CORPORATION	948.00
230010	71140	Added labor to remove roofing necessary to install stands due to late approval and authorization to proceed with stands	SHELDON MECHANICAL CORPORATION	9,079.00
			Subtotal	38,510.00
007480	71160	Subguard	1.15%	442.87
007410	71160	Builders Risk	0.6%	233.72
007420	71160	General Insurance	1.15%	447.96
007510	71160	P&P Bond	1%	385.10
991000	79999	Change Order Fee	5%	1,981.73
			Markup Subtotal	3,491.38
			PCI Total	42,001.38

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **42,001.38.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our cost and schedule, which is yet to be finalized. Once determined, the jobcost and schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 5 days of its issuance.



» This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

Bill Gray
9/08/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: 10/2/17

Nand Feltz

Jennifer MacIsaac
C.F.W. Program Mgr.
9/29/17

PCI 0241



SHELDON MECHANICAL CORPORATION

September 7, 2017

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #18 CCD #23

Dear Bill,

Attached is our itemized cost to Furnish and Install Isolation Springs for (44) Economizer/Power Exhaust Stands per CCD #23. DFI's added cost is for welding the Gusset Plates and Isolation Springs to the Stands that was originally not shown per Bulletin #32 on Detail 13, M-60.1.

Cost for SMC COR #18 is \$28,483.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 - C20. C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #18

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
09/03/17	1
TIME	
02 53 PM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					7,125.00
3 SUBTOTAL					7,125.00
4					
5 MAJOR QUOTATIONS:					
6 EQUIPMENT:					
7					
8 MW SAUSSE					15,268.00
9 88 Iso Springs					
10 SUBTOTAL					15,268.00
11					
12 SALES TAX:					
13 Material Total	Line 3	7,125.00	%	9.25	659.06
14 Major Quotations	Line 10	15,268.00	%	7.75	1,183.27
15 SUBTOTAL					1,842.33
16					
17 DIRECT JOB EXPENSES:					
18 Detailing	Calc	2.00	*	116.10	232.20
19 Freight	Calc	4.00	*	75.00	300.00
20 SUBTOTAL					532.20
21					
22 JOB SUBTOTAL					24,767.53
23					
24 OVERHEAD MARKUP:					
25 Flat Rate Markup	Line 22	24,767.53	%	15.00	3,715.13
26 Material	Line 3	7,125.00	%		
27 Major Quotations	Line 10	15,268.00	%		
28 Sales Tax	Line 15	1,842.33	%		
29 Direct Field Labor	Line 16	0.00	%		
30 Direct Shop Labor	Line 16	0.00	%		
31 Specialized Labor	Line 16	0.00	%		
32 Indirect Labor	Line 16	0.00	%		
33 Non-Productive Lbr.	Line 16	0.00	%		
34 Direct Job Expenses	Line 20	532.20	%		
35 Sub Contracts	Line 21	0.00	%		
36 JOB TOTAL					28,482.66



P.O. Box 803338, Santa Clarita, CA 91380

Tel: 661-705-8780 Fax: 661-705-8790

September 7, 2017

FOR: Lemonwood K-8 School

BILL TO: Mr. Dillon Boute'
Sheldon Mechanical Corp
26015 Avenue Hall
Santa Clarita, CA 91355
661-286-1361

DESCRIPTION

AMOUNT

Please reference your sheets tagged: CCD #23

All material constructed per your details and specifications

(47) Hot Dipped Galvanized Economizer/Power Exhaust Stands - (44) with Iso Springs

\$ 7,125.00

Weld 3"x3"x1/4" Gusset Plates and Isolation Springs

Make all checks payable to Duct Fabricators Incorporated.
THANK YOU FOR YOUR BUSINESS!

AMOUNT	\$	7,125.00
TAX		9.25%
DISCOUNT		659.06
TOTAL	\$	7,784.06



M. W. SAUSSÉ & CO., INC
 28744 WITHERSPOON PARKWAY VALENCIA, CA 91355-5425
 PHONE: 661-257-3311 FAX: 661-257-6050

QUOTATION

CUSTOMER: SHELDON MECHANICAL
 26015 AVENUE HALL
 SANTA CLARITA, CA 91355

QUOTE NO.: QT35089.02
QUOTE DATE: 09/06/2017
BID DATE:
SALES REP: TH
PAGE: 1 OF 1

CONTACT: DILLON BOUTE
PHONE: 661-286-1361 **FAX:** 661-287-9086
E-MAIL: dillon@sheldonmech.com
MECH. ENGR.:

JOB NAME: LEMONWOOD K-8 - CCD #023

FOB-VALENCIA

UNIT TAG	QTY.	GROUPED	PART	DESCRIPTION	PRICE	TOTAL
POWER EXHAUSTS	44	SETS	RMR	RMR	\$347.00	\$15,268.00
				Structural Steel Rail w/ (2) Spring Isolators, 2" Deflection. All Steel is Hot Dip Galvanized.		

TOTAL: \$15,268.00

SIGNATURE: _____

PREPARED BY: TORRIS HELLAND
E-MAIL: tohelland@vibrex.net
PAGE: 1 OF 1

CONDITIONS: Terms, 30 days Net to firms of approved credit. These prices are based on one shipment at one time to one destination. They are intended for acceptance within 30 days and are thereafter subject to change without notice. Sales and or Use Taxes additional where applicable. It is understood that under no circumstances will the seller be liable for consequential, special or contingent damages. All quotations and sales are made without liability on our part for delays arising from strikes, accidents and/or other causes beyond our control. We estimate all promises of shipment as near as possible and endeavor in every case to ship within the time promised, but cannot guarantee to do so. Permission must first be obtained from us before any goods can be returned for credit. A charge will be made to cover cost of handling. Orders for special items are accepted with the understanding that they are not subject to cancellation after work has been started, except upon terms that protect us from loss. Where specifications are cited, we endeavor to note all exceptions thereto, but cannot accept responsibility for failure to do so. INTEREST at 1% per month added to PAST DUE ACCOUNTS.



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT

CCD Cat. A / B, #23 Date Submitted: 08/28/17 Attached Pages?: No Yes (6 pages)

For CCD Cat. B, this is a voluntary submittal, DSA required submittal (attach DSA notification requiring submission).

Firm Name: SVA Architects Contact Name: Tom Bardwell
 Email: tbardwell@sva-architects.com Phone Number: (949) 809-3380
 Address: 3 Mac Arthur Place, Suite 850
 City: Santa Ana State: Ca Zip: 92707

A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.
 For project currently under construction.
 To obtain DSA approval of existing uncertified building(s).

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robert Simons
 Professional License #: C-18301 Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: *Robert Simons*

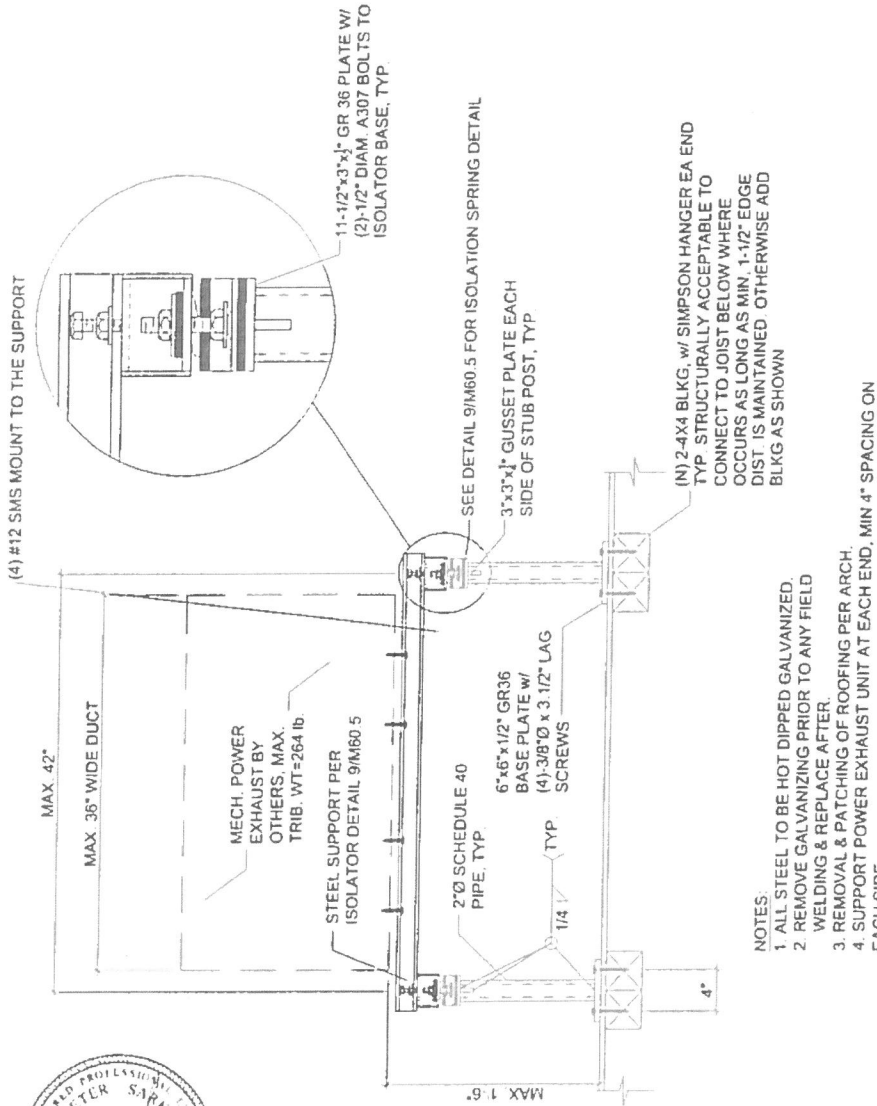
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):
 Added detail 10/M-60.5 to include a vibration isolator and increase the leg height to 28" (from 18"). Added detail 9/M-60.5 for the vibration isolator.

List of DSA approved drawings affected by this CCD: Mechanical sheets

DSA USE ONLY		For business office use only Date Sent _____ Return By _____ Delivery Method _____	APPROVED chlin DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE <u>08/31/2017</u> Appl. No: <u>03-116026 140 23 SSS.pdf</u>
SSS _____ Date _____	Approved / Disapproved / Not Req'd		
FLS _____ Date _____	Approved / Disapproved / Not Req'd		
ACS _____ Date _____	Approved / Disapproved / Not Req'd		
Remarks _____			



- NOTES
1. ALL STEEL TO BE HOT DIPPED GALVANIZED.
 2. REMOVE GALVANIZING PRIOR TO ANY FIELD WELDING & REPLACE AFTER.
 3. REMOVAL & PATCHING OF ROOFING PER ARCH.
 4. SUPPORT POWER EXHAUST UNIT AT EACH END, MIN 4" SPACING ON EACH SIDE.

POWER EXHAUST SUPPORT AT PLYWOOD DECKING

SCALE NONE 10



APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 08/31/2017
 Act No. 11820, 11921, 68330

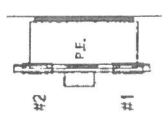


DESCRIPTION	DRAWING REFERENCE	ASK #
NEW DETAIL - POWER EXHAUST SUPPORTS AT PLYWOOD DECKING	10/M 60.5	SKA-1
PROJECT NAME	ISSUE REFERENCE	DATE
LEMONWOOD K-8 RECONSTRUCTION	CCD #023	SCALE
PROJECT NUMBER		DRAWN BY
1340121		

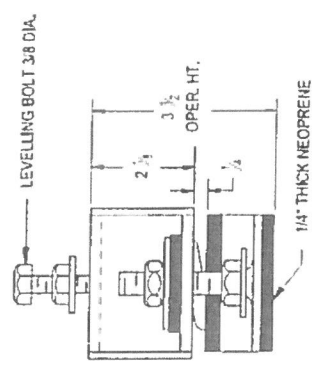
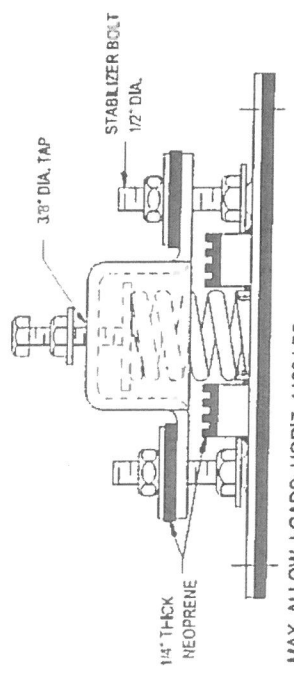
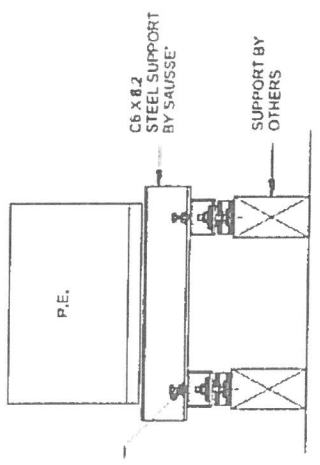
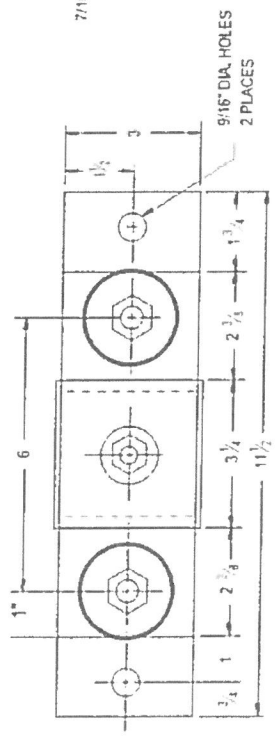
MT#	1-2	SPRING OD.	2-1/2"	DEFL	2"
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MARK	MAKE	TYPE	SIZE
PE	PROVENT	ZXZY	-

NOTES:
 1) ALL DIMENSIONS IN INCHES
 2) SPRING DEFLECTION = 2"
 3) ATTACHMENT OF P.E. TO SUPPORT RAIL BY CONTRACTOR.



PLAN VIEW



MAX. ALLOW. LOADS: HORIZ: 1100 LBS VERT. (UP): 1400 LBS

JOB NAME:	LEMONWOOD K-8	REVISIONS:	DRN:	TDT
CUST.:	M.W. SAUSSE & CO., INC.	A:	DATE:	8/18/17
CUST. P.O.:	VALENCIA, CALIFORNIA 91355	B:	SHEET NO.:	
MECH. ENGR.:	OFD	C:		
MARK:	PE	D:		

VIBRATION ISOLATION DETAIL

SCALE	NONE
	9

DSA APPROVED
 DIV OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 08/31/2017
 Appl No: 03 116026 140 23_SSS.pdf



DESCRIPTION	NEW DETAIL
VIBRATION ISOLATION DETAIL	
PROJECT NAME:	LEMONWOOD K-8 RECONSTRUCTION
PROJECT NUMBER	1340121

DRAWING REFERENCE	9/M-60.5	SKS #:	SKS-2
ISSUE REFERENCE	CCD #023	DATE	08/24/2017
		SCALE	
		DRAWN BY	Author

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2200 CARNEGIE COURT
 OXNARD, CA 93033



REGISTERED ARCHITECT
 STATE OF CALIFORNIA
 No. 03-116026

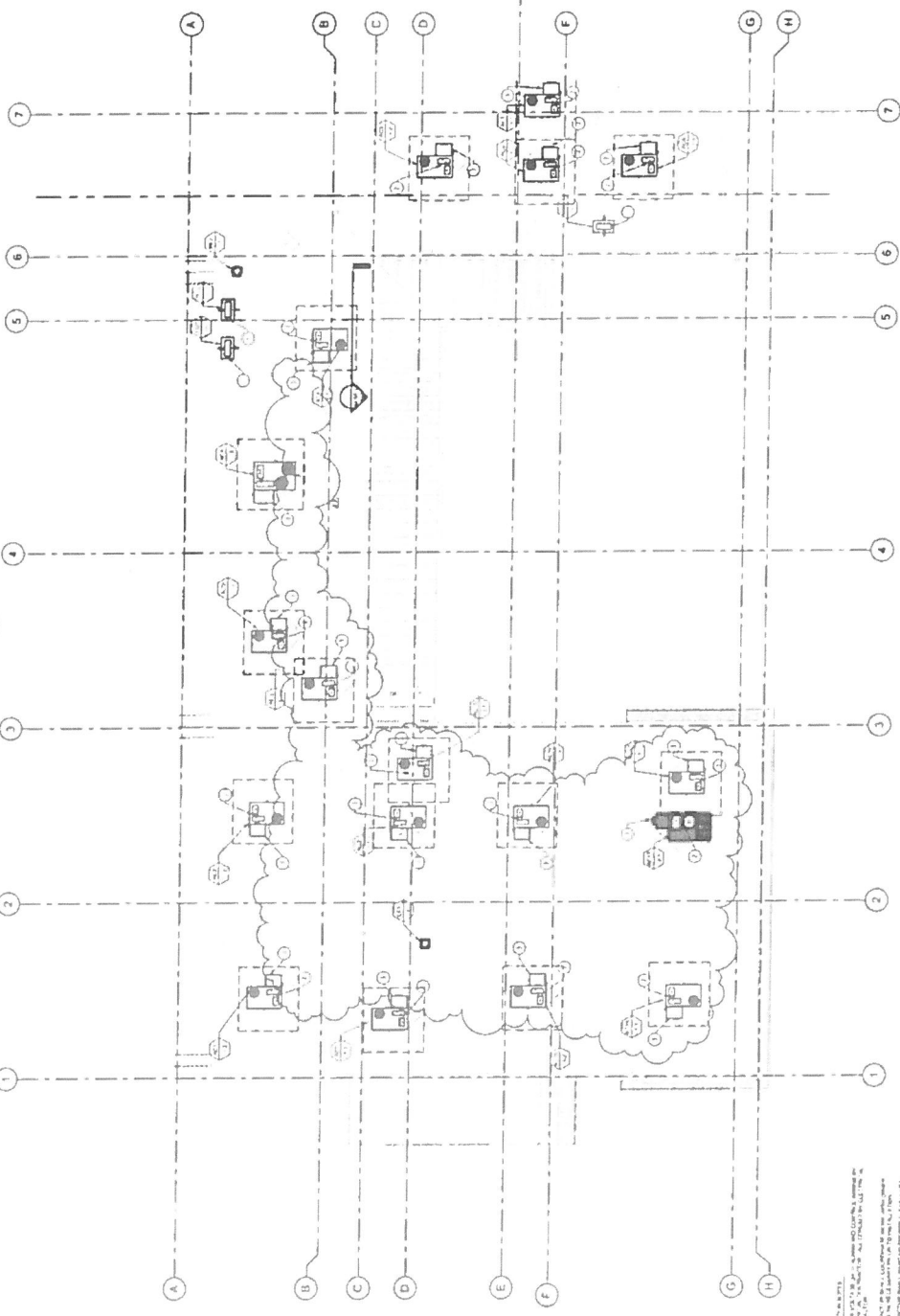
NO.	REVISION	DATE
1	ISSUE FOR PERMITS	08/31/2017
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DATE ISSUED: 08/31/2017
 PROJECT NO: 1507171
 SCALE: AS SHOWN
 SHEET NUMBER: M1-11.3.A

SHEET TITLE:
 CLASSROOM - BLDG.
 1 - MECHANICAL
 ROOF PLAN -
 SEGMENT A



1507171
 M1-11.3.A



APPROVED
 BY: C. WILSON
 DATE: 08/31/2017
 SVA ARCHITECTS



MECHANICAL ROOF PLAN SEGMENT A

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA PLUMBING CODE (CPC).
 2. THE DESIGNER HAS ASSUMED THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE COMPLETION OF THE WORK SHOWN ON THIS PLAN.
 3. THE DESIGNER HAS ASSUMED THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE COMPLETION OF THE WORK SHOWN ON THIS PLAN.
 4. THE DESIGNER HAS ASSUMED THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE COMPLETION OF THE WORK SHOWN ON THIS PLAN.
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 9. THE DESIGNER HAS ASSUMED THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE COMPLETION OF THE WORK SHOWN ON THIS PLAN.
 10. THE DESIGNER HAS ASSUMED THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE COMPLETION OF THE WORK SHOWN ON THIS PLAN.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
CLIENT ADDRESS: 2200 CARMICHAEL COURT
OXNARD, CA 93033



ARCHITECT
DINA KOVACHIK
OFFICE OF THE STATE ARCHITECT
OFFICE OF THE EXAMINER-REGISTERED
A# 03-116076

NO.	DESCRIPTION	DATE
1	FOUNDATION	11/20/11
2	STRUCTURE	11/20/11
3	MECHANICAL	11/20/11
4	ELECTRICAL	11/20/11
5	PLUMBING	11/20/11
6	MECHANICAL	11/20/11
7	ELECTRICAL	11/20/11
8	PLUMBING	11/20/11
9	MECHANICAL	11/20/11
10	ELECTRICAL	11/20/11
11	PLUMBING	11/20/11
12	MECHANICAL	11/20/11
13	ELECTRICAL	11/20/11
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26	PLUMBING	11/20/11
27	MECHANICAL	11/20/11
28	ELECTRICAL	11/20/11
29	PLUMBING	11/20/11
30	MECHANICAL	11/20/11

DATE REVISION: 11/20/11
PROJECT NO: 11/20/11
SCALE: As indicated

SHEET NUMBER: M1-11.3.B
SHEET TITLE:

CLASSROOM - BLDG.
1 - MECHANICAL
ROOF PLAN -
SEGMENT B



DSA APPROVED
ON 08/17/11
DATE: 08/17/11
BY: [Signature]



MECHANICAL ROOF PLAN SEGMENT B



1000 ...
 415 ...
 310 ...

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2286 CARMICHAEL COURT
 OXNARD, CA 93033



EXPIRES 06/30/2019
 DIVISION OF PROFESSIONAL SERVICES
 A# 03-116026
 DATE: (REV 02/2019)
 DATE: 06/01/18

REVISION	DESCRIPTION	DATE

DATE ISSUED: 9/20/15
 PROJECT NO: 1300171
 SCALE: AS SHOWN

SHEET NUMBER: M1-11.3.B
 SHEET TITLE: CLASSROOM - BLDG.
 I - MECHANICAL
 ROOF PLAN -
 SEGMENT B



1. CLASSROOMS ARE TO BE SUPPLIED WITH ...
 2. MECHANICAL ROOF PLAN - SEGMENT B ...
 3. ALL MECHANICAL EQUIPMENT TO BE ...

1. CLASSROOMS ARE TO BE SUPPLIED WITH ...
 2. MECHANICAL ROOF PLAN - SEGMENT B ...
 3. ALL MECHANICAL EQUIPMENT TO BE ...
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 11. ...
 12. ...



IDSA APPROVED
 BY THE STATE ARCHITECT
 (OR REGISTERED ARCHITECT)
 DATE 08/11/2017
 NAME: JESSICA J. JARVIS

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2300 Carnegie Court 92023
 COUNTY OF CALIFORNIA ARCHITECT
 OFFICE OF REGULATION, SUPERVISOR
 APR 03-1160276
 DATE: 08/11/2017

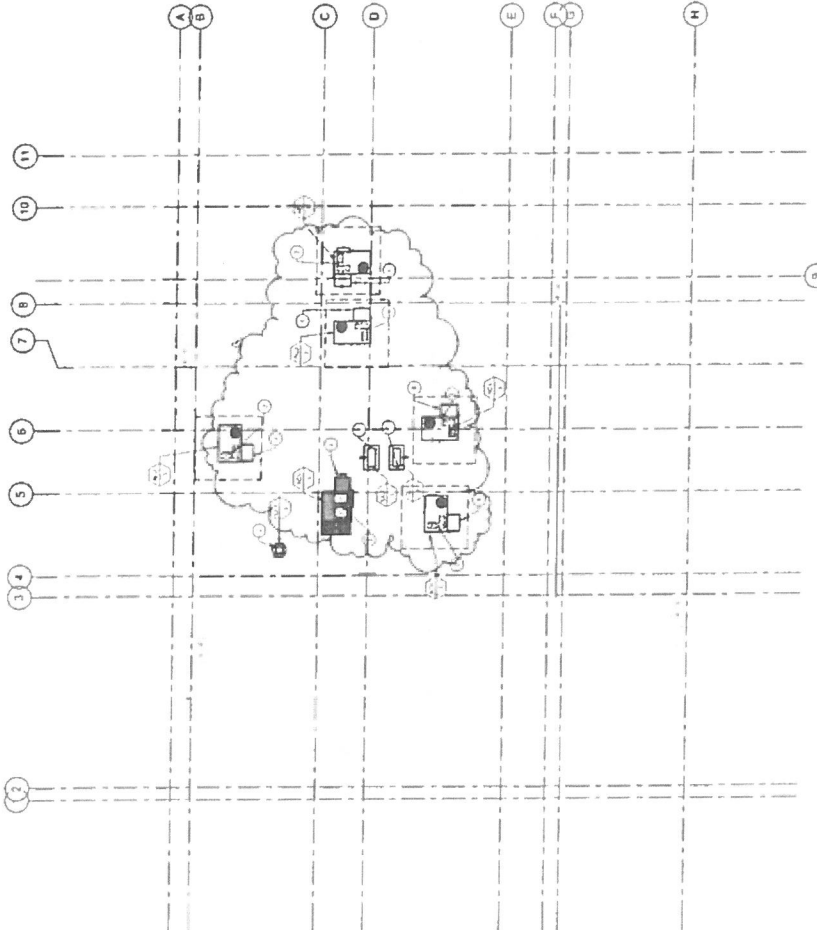


REVISIONS	
NO.	DESCRIPTION
1	ISSUE FOR PERMITS
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10	ISSUE FOR PERMITS
11	ISSUE FOR PERMITS

SHEET NUMBER: M3-11.2
 SHEET TITLE: ADMIN - BLDG. 3 - MECHANICAL ROOF PLAN



MECHANICAL ROOF PLAN



LOCATIONS TO BE SET BY OWNER
 TO BE SET BY OWNER
 TO BE SET BY OWNER

1. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.
2. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.
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11. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.



OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2300 Carnegie Court
 OXNARD, CALIFORNIA 93023



REGISTRATION STATE: CALIFORNIA
 OFFICE OF REGULATION AND CONTRACTS
 AM 03-116028
 DATE: 11.11.13
 JOB NO: 13-110

REVISION	DESCRIPTION	DATE
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DATE ISSUED: 9/20/13
 PROJECT NO: 13-02721
 SCALE: As Shown
 SHEET NUMBER: M3-11.2
 SHEET TITLE: ADMIN - BLDG. 3
 MECHANICAL ROOF PLAN



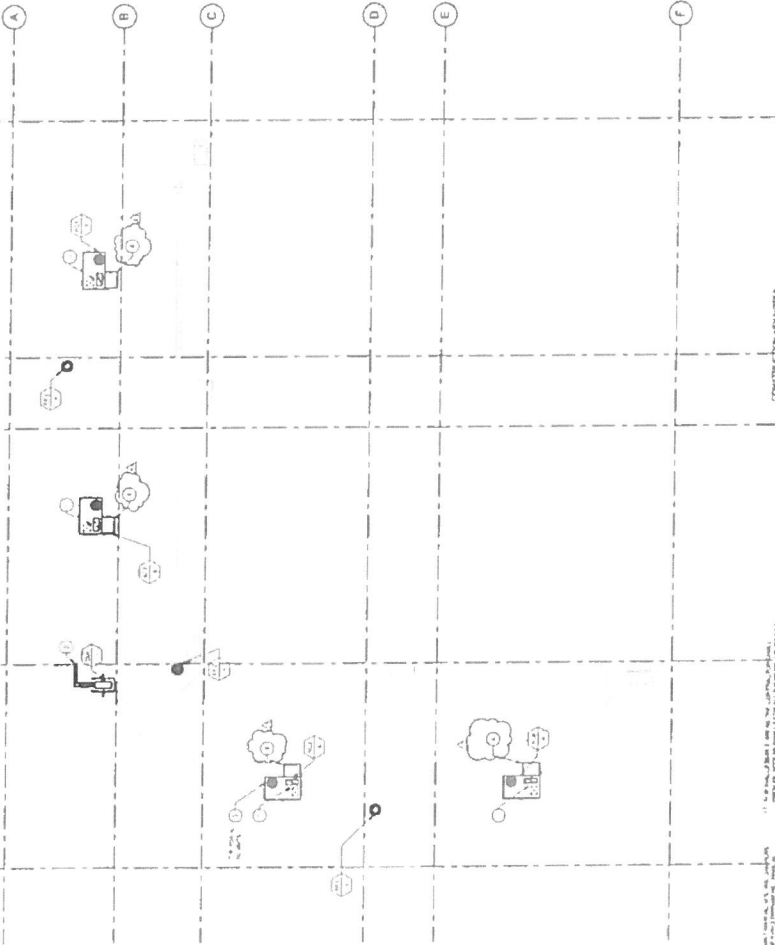
1000 UNIVERSITY AVENUE, SUITE 100
 OXNARD, CALIFORNIA 93023
 TEL: 805.325.8800
 FAX: 805.325.8801
 WWW.SVA-ARCHITECTS.COM



1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF OXNARD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE MECHANICAL ROOF PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF OXNARD AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE MECHANICAL ROOF PLAN.

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OSHA APPROVED
 DIVISION OF INDUSTRIAL ARCHITECTURE
 DIVISION OF INDUSTRIAL ARCHITECTURE
 DATE: 03/31/2017
 PROJECT NO: 15113131313131313131



CONSTRUCTION NOTES
 1. ROOF IS TO BE CONCRETE ON GRADE. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF.

- 1. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF.
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- 6. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF.
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- 8. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF.
- 9. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF.
- 10. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF. ALL MECHANICAL EQUIPMENT IS TO BE MOUNTED ON ROOF.

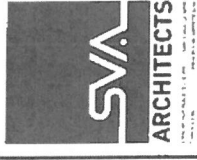
OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2200 Carnegie CL, Oxnard, CA 93133



DATE ISSUED: 11/01/17
 PROJECT NO: 15113131313131313131
 SCALE: AS SHOWN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/01/17
2	ISSUED FOR PERMITS	11/01/17
3	ISSUED FOR PERMITS	11/01/17
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5	ISSUED FOR PERMITS	11/01/17
6	ISSUED FOR PERMITS	11/01/17
7	ISSUED FOR PERMITS	11/01/17
8	ISSUED FOR PERMITS	11/01/17
9	ISSUED FOR PERMITS	11/01/17
10	ISSUED FOR PERMITS	11/01/17

SHEET NUMBER: M4-11.2
 SHEET TITLE: KINDERGARTEN - BLDG 4 - MECHANICAL ROOF PLAN



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
CLIENT ADDRESS: 1700 Carnegie Ct, Oxnard, CA 93033



EXPIRATION DATE: 12/31/2025
OFFICE ADDRESS: 1700 Carnegie Ct, Oxnard, CA 93033
AP 03-110026
DATE: 08/14/25
BY: DJS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/14/25
2	ISSUED FOR PERMITS	08/14/25
3	ISSUED FOR PERMITS	08/14/25
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5	ISSUED FOR PERMITS	08/14/25
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7	ISSUED FOR PERMITS	08/14/25
8	ISSUED FOR PERMITS	08/14/25
9	ISSUED FOR PERMITS	08/14/25
10	ISSUED FOR PERMITS	08/14/25

DATE DESIGNED: 11/19/24
PROJECT NO: 13427-11
SCALE: As Shown

SHEET NUMBER: MA-11.2
SHEET TITLE: KINDERGARTEN - BLDG. 4 - MECHANICAL ROOF PLAN



MECHANICAL KINDERGARTEN - ROOF PLAN 1



CONSTRUCTION NOTES
ROUTE IS AND IS ELECT ON TO ROOF AS SHOWN
SETBACKS TO BE MAINTAINED FROM EXISTING PROPERTY
MECHANICAL EQUIPMENT TO BE INSTALLED AS SHOWN

- 1. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.
- 2. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.
- 3. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.
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- 9. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.
- 10. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODE AND ALL APPLICABLE REGULATIONS.



17961 SkyPark Circle
Suite O,

Irvine, CA, 92614
Tel (949)748-7170

Project:	By:	Sheet:
Client:	Date:	
Title:	Job:	

THE POWER EXHAUST EXTENDS FROM THE UNIT OUT AND IT IS SUPPORTED BY THE UNIT ON ONE SIDE AND THE PROPOSED FRAME ON 10/M60.5 ON THE OTHER

THE GOVERNING LOAD COMBINATION IS WIND ACTING ON THE DUCT ITSELF.

THE CHANGE IN THE DESIGN IS RAISING THE BOTTOM OF THE DUCT TO 28" (FROM 18") ABOVE ROOF AND PUTTING THE DUCTS ON VIBRATION ISOLATORS.

SINCE WIND IS THE GOVERNING LOAD COMBINATION, IT APPEARS THAT WIND REMAINS THE GOVERNING COMBINATION.

THERE IS NO CHANGE TO THE DESIGN.

WIND LOADS

$$q_h = 0.00256 K_z K_{zt} K_d V^2$$

$$= 0.00256 \overset{0.90}{(0.98)} (1) (0.85) (110)^2$$

EXPC
c 50' w'

$$= 23.7$$

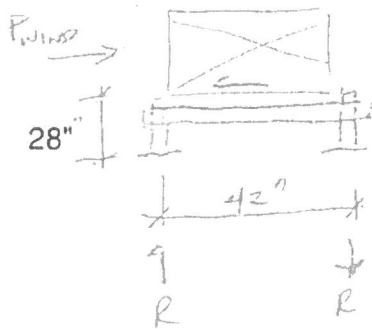
$$= \underline{25.8 \text{ psf}}$$

$q_h GC_p = \phi$ (NO INTERNAL PRESSURE)

DUCT VERT. TRIB. AREA

$A_{\text{TRIB}} \approx 4' \times 3' = 12 \text{ ft}^2$

$P_{\text{WIND}} = 284 \text{ lb}$ STRENGTH LEVEL



$V = \frac{284 \text{ lb}}{2} / 4 \text{ SCREWS} = 35.5 \text{ lb/SCREW}$

$\left. \begin{matrix} 3/8" \\ 3/4" \\ \text{LAGS} \end{matrix} \right\} \text{OK}$

$R = \frac{284 \text{ lb} \times 28"}{42"} = 190 \text{ lb OVERTURNING}$

• LAG SCREWS OK (50 lb/SCREW)

• FIVE (2) 4x4 BUCKETS BETWEEN JOISTS, 24" SPAN



WOOD { $M = \frac{190 \text{ lb} \cdot 24"}{4} = 1140 \text{ in-lb}$

$f_t = \frac{1140 \text{ in-lb}}{(2) 7,146 \text{ in}^3} = 80 \text{ psi OK}$

STEEL { $M = \frac{190 \text{ lb} \cdot 7.12}{4} = 3390 \text{ in-lb}$

$f_b = \frac{3390 \text{ in-lb}}{4,590 \text{ in}^3} = 0.86 \text{ ksi OK}$



17981 SkyPark Circle
Suite O, Irvine, CA, 92614
Tel (949)748-7170

Project:	By:	Sheet:
Client:	Date:	
Title: DUCT SUPPORT SEISMIC		Job:

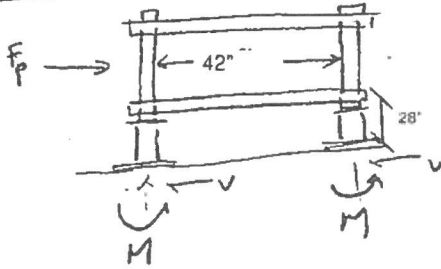
Seismic Force

Component Amplification Factor	$a_p =$	2.5	(Table 16-O)
Component Response Modification Factor	$R_p =$	2.0	(Table 16-O)
Importance Factor	$I_p =$	1.25	(Table 16-K)
Seismic Factor	$S_{DS} =$	1.285	(Table 16-Q)
Equipment Weight (Operating)	$W_p =$	100 lbs	
Equipment Point of Attachment Elevation	$z =$	2 ft	
Average Roof Height Elevation	$h =$	2 ft	
	$F_{p \max} = 1.6 * S_{DS} * I_p * W_p =$	257 lbs	(Eq 32-1)
	$F_p = (0.4 * a_p * S_{DS} * W_p) / (R_p / I_p) * (1 + (2 * z / h)) =$	240 lbs	(Eq 32-2)
	$F_{p \min} = 0.3 * S_{DS} * I_p * W_p =$	58 lbs	(Eq 32-3)

Horizontal Seismic Force Factor	$=$	2.4g
Horizontal Seismic Force	$F_p =$	240 lbs
Vertical Seismic Force	$0.2 S_{DS} =$	26 lbs

← WIND GOVERNS

CHK 2" Ø PIPE





PCI 241
SHELDON MECHANICAL
C O R P O R A T I O N

August 7, 2017

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #11 Building 1 Economizer Hanger Supports R1

Dear Bill,

Attached is our itemized cost required to support each Economizer on Building 1 with Hanger Strap due to no approval of CCD #5.

Cost for SMC COR #11 is \$948.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #11

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
07/31/17	1
TIME	
12:40 PM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					170.00
3 SUBTOTAL					170.00
4					
5 SALES TAX:					
6 Material Total	Line 3	170.00	%	9.25	15.73
7 SUBTOTAL					15.73
8					
9 DIRECT FIELD LABOR:					
10 34 Economizer Straps					
11 Foreman	Calc	3.00	*	116.10	348.30
12 Journeyman	Calc	3.00	*	96.85	290.55
13 SUBTOTAL					638.85
14					
15 JOB SUBTOTAL					824.58
16					
17 OVERHEAD MARKUP:					
18 Flat Rate Markup	Line 15	824.58	%	15.00	123.69
19 Material	Line 3	170.00	%		
20 Major Quotations	Line 3	170.00	%		
21 Sales Tax	Line 7	15.73	%		
22 Direct Field Labor	Line 13	638.85	%		
23 Direct Shop Labor	Line 14	0.00	%		
24 Specialized Labor	Line 14	0.00	%		
25 Indirect Labor	Line 14	0.00	%		
26 Non-Productive Lbr.	Line 14	0.00	%		
27 Direct Job Expenses	Line 14	0.00	%		
28 Sub Contracts	Line 14	0.00	%		
29 JOB TOTAL					948.27



P.O. Box 803338, Santa Clarita, CA 91380

Tel: 661-705-8780 Fax: 661-705-8790

June 29, 2017

FOR: Lemonwood K-8 School

BILL TO: Mr. Dillon Boute'
Sheldon Mechanical Corp
26015 Avenue Hall
Santa Clarita, CA 91355
661-286-1361

DESCRIPTION

AMOUNT

Please reference your sheets tagged: (34) Hanger Straps for Building 1 Economizers	\$	170.00
All material constructed per your details and specifications		

SUBTOTAL	\$	170.00
TAX RATE		9.00%
SALES TAX		15.30
OTHER		-
TOTAL	\$	185.30

Make all checks payable to Duct Fabricators Incorporated.
THANK YOU FOR YOUR BUSINESS!



701 241

SHELDON MECHANICAL CORPORATION

July 7, 2017

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #2.1 Building 1 Economizer Blocking

Dear Bill,

Attached is our additional cost to locate the blocking which will now require additional time for each Economizer Support on Building 1 due to no approval of CCD #5 and the Roofing being installed.

Cost for SMC COR #2.1.....\$9,079.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #12

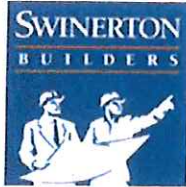
Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
07/02/17	1
TIME	
05:27 PM	

Phone 661-286-1361

FAX 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 DIRECT FIELD LABOR.					
2 Relocate Blocking					
3 for 34 AC Units					
4 Foreman	Calc	68.00	*	116.10	7,894.80
5 SUBTOTAL					7,894.80
6					
7 JOB SUBTOTAL					7,894.80
8					
9 OVERHEAD MARKUP:					
10 Flat Rate Markup	Line 7	7,894.80	%	15.00	1,184.22
11 Material	Line 1	0.00	%		
12 Major Quotations	Line 1	0.00	%		
13 Sales Tax	Line 1	0.00	%		
14 Direct Field Labor	Line 5	7,894.80	%		
15 Direct Shop Labor	Line 6	0.00	%		
16 Specialized Labor	Line 6	0.00	%		
17 Indirect Labor	Line 6	0.00	%		
18 Non-Productive Lbr.	Line 6	0.00	%		
19 Direct Job Expenses	Line 6	0.00	%		
20 Sub Contracts	Line 6	0.00	%		
21 JOB TOTAL					9,079.02



September 22, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0243.1 Eliminate specified EMS system and replace with VenStar stand alone
 thermostats per OED narative dated 8/28/2017. This revised PCI eliminated unnecessary electrical contactors.

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Eliminate EMS control system and replace with VenStar independent thermostats, and other independent fan controls

Phase	Category	Description	Subcontractor	Quote
230010	71140	Eliminate EMS control system and replace with VenStar independent thermostats, and other independent fan controls	SHELDON MECHANICAL CORPORATION	-53,424.00
260010	71140	Eliminate EMS control system and replace with VenStar independent thermostats, and other independent fan controls	TAFT ELECTRIC COMPANY	8,428.00
			Subtotal	-44,996.00
007480	71160	Subguard	1.15%	-517.45
007410	71160	Builders Risk	0.6%	.00
007420	71160	General Insurance	1.15%	.00
007510	71160	P&P Bond	1%	.00
991000	79999	Change Order Fee	5%	.00
			Markup Subtotal	-517.45
			PCI Total	-45,513.45

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-45,513.45.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

Bill Gray
9/22/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: 10/2/17

Naid Feller

Jennifer MacDonac
C.F.W. Program Mgr.
9/29/17



optimum
energy
design

August 28, 2017

SVA Architects
3 MacArthur Place, Suite 850
Santa Ana, CA 92707

Attention: Tom Bardwell

Project: Lemonwood K-8
Reconstruction
Oxnard, California

Subject: Lemonwood EMS Removal

Dear Mr. Bardwell,

The current designed EMS system is being replaced with the Venstar T4900SCH stand-alone thermostat controller. Contractor will be responsible for all wiring, conduit and terminations for a complete, operational system. Please see below for affected mechanical items:

1. Delete sheet M-61.1.
2. Delete sheet M-61.2
3. Delete sheet M-61.3
4. Delete sheet M-61.4
5. Delete specification section 23 09 00 HVAC Instrumentation and Controls
6. Add cut sheet for Venstar T4900SCH per attached document.

Should you have any questions or comments, please feel free to contact me at your convenience.

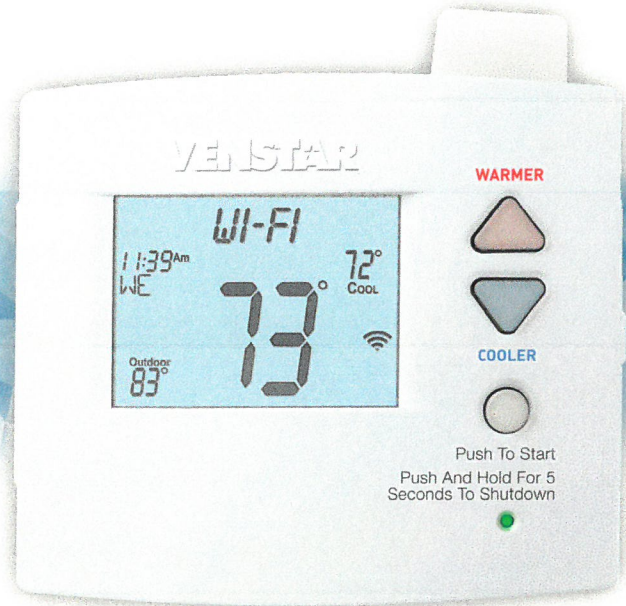
Regards,

A handwritten signature in blue ink, appearing to read 'Abby Banerjee'.

Abby Banerjee
Principal

VENSTAR®

VOYAGER® Digital Thermostat



4.6" w x 5.2" h x 1.1" d



Simply connected.

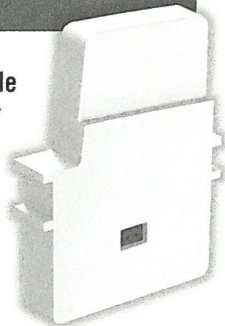
Anytime. Anywhere.*

Apple, Android and BlackBerry
Venstar mobile apps available

Wireless Module available



Wi-Fi Module
ACC-VWF1*



*Optional, not included with thermostat



Industry Canada Industrie Canada

**SCHOOL MODEL
T4900SCH**

Designed for the School Environment

- Perfect for Classroom Operation
- Separate Weekday/Weekend Schedules
- Unoccupied Until Button Press

features

- Up to 4 heat & 2 cool stages
- Gas/electric or heat pump control
- Morning warmup period
- Setpoint limiting security
- 365 day holiday programming (when connected to Skyport)
- Title 24 compliant
- Lock ring & wallplate available
- Energy saving operation
- Programmable override
- Humidification and dehumidification control
- Soft start capability
- Works with most equipment
- Non-volatile memory
- Keypad lockout
- Remote sensor ready
- 10+ hour clock backup
- Compressor protection
- Outdoor sensor ready
- Backlit display
- Dry contact equipped
- Choice of English, Spanish or French for scrolling display
- API for 3rd party monitor and control
- Configurator app to easily setup Wi-Fi and thermostat settings



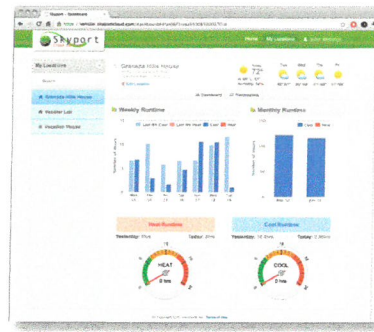
Accessories

ACC-VWF, ACC-0625 Lock Ring and ACC-0425 Wall Plate.

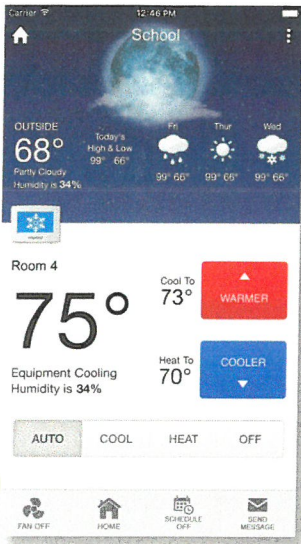


FREE Services

... help you connect to your Voyager thermostats (with Wi-Fi)



With our FREE app, access all these features remotely from your mobile device



View Thermostat Information

- Name & location of the thermostat
- Current weather & forecast
- Change heat & cool setpoints
- Change thermostat modes
- View equipment status: heating, cooling, off – including lockouts

Enable or Disable the Time Period Schedule

View Thermostat Alerts

- Supply air temperature*
- Time for service
- Air filter replacement
- Humidity pad replacement
- UV light bulb replacement

Send Text Messages to the Thermostat

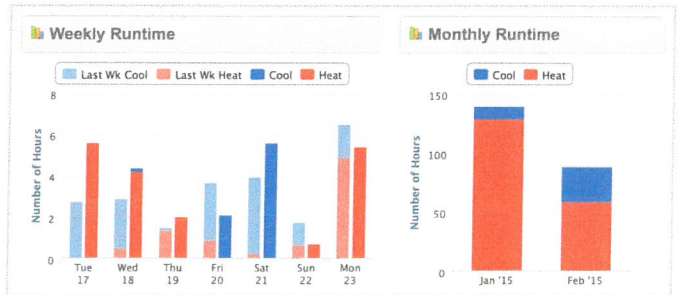
View Current System Temperatures with High and Low Values for the Day

- Indoor temperature
- Indoor humidity
- Outdoor temperature
- Remote temperature*
- Supply air temperature*
- Return air temperature*

View Heating & Cooling Runtimes for the Day, Current Week, and Last Week

*Remote sensor needed for this feature

FREE Additional Features available from the Skyport web site:



View Daily, Weekly, and Monthly Runtime Graphs

Advanced Configuration

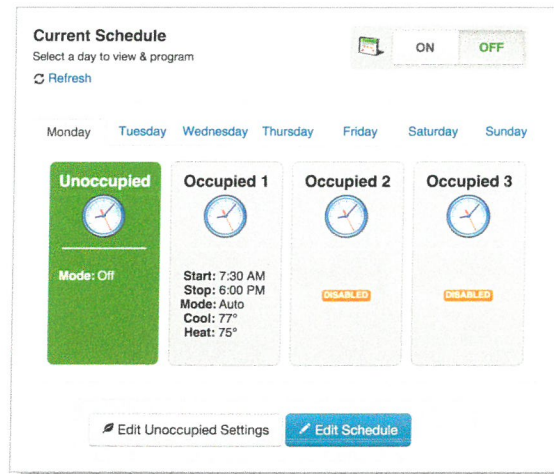
- 365 day holiday programming - (when connected to Skyport) up to 20 years in advance
- Stage deadbands
- Stages of cooling & heating
- Hum/dehum setpoints
- Thermostat language
- Readout in degrees F or C
- Display brightness

Program Time Period Schedules

Security Settings

- Set view only access
- Disable mode changes
- Disable/enable override
- Enable setpoint limits

Enable Popular Holidays at the Touch of a Button





SHELDON MECHANICAL CORPORATION

September 1, 2017

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #17 Venstar Thermostats in lieu of EMS System

Dear Bill,

Attached is our itemized credit for the Alerton EMS System, Furnished and Installed by Signet Controls and an add for Sheldon Mechanical to Furnish and Install the Venstar Thermostats.

Credit for SMC COR #17 is \$53,424.00

Under Swinerton's direction, Sheldon Mechanical has directed Signet Controls to halt all work. Sheldon Mechanical needs an answer on this Proposed Credit within the next (5) Business Days as this will impact Swinerton's Schedule.

This Work Excludes Furnishing or Installing Low Voltage Conduit.

If you have any questions please call me.

Sincerely,

Dillon J. Boate

Dillon J. Boate

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #17 Credit

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clarita, CA 91355

DATE	PAGE
08/28/17	1
TIME	
11:41 AM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1					
2					
3					
4					
5					-117,536.00
					-53,688.00
6					-171,224.00
7					
8					
9					-171,224.00
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					-171,224.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
 Sheldon Mechanical
 26015 Avenue Hill, Santa Clarita, CA 91355
PROJECT NAME:
 OSD - Lemonwood ES Reconstruction
 2200 Carnegie Court, Oxnard, CA 93033
FROM CONTRACTOR:
 SIGNET CONTROLS, Inc.
 15350 Mallory Court, Moorpark, CA 93021
VIA ARCHITECT:
 SIGNET CONTROLS, Inc.
 15350 Mallory Court, Moorpark, CA 93021
CONTRACT FOR: Building Automation and Control System

APPLICATION NO.: 2
PERIOD TO: 8/30/2017
SIGNET PROJECT #: SCC16-148
PO / CONTRACT #: 5048-4274
PO / CONTRACT DATE: 9/2/2016
Distribution To:
 Owner
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 291,640.00
- 2. Net Change by Change Orders \$ 59,170.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 300,810.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 183,274.00

5. RETAINAGE:

- a. 10% % of Completed Work \$ 18,327.40
(Columns D + E on G703)
- b. 0% % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703)

- 6. TOTAL EARNED LESS RETAINAGE \$ 18,327.40
(Line 4 less Line 5 Total) \$ 164,946.60

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

- 8. CURRENT PAYMENT DUE \$ 34,185.60

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

- \$ 135,863.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,170.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$9,170.00	\$0.00
NET CHANGES by Change Order		\$9,170.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SIGNET CONTROLS, Inc.
By: _____ **Date:** _____

State of: CALIFORNIA
County of: VENTURA
 Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ **Date:** _____
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

OSD - Lemonwood E5 Reconstruction
2200 Carnegie Court, Oxnard, CA 93033

APPLICATION NO.: 2

APPLICATION DATE: 8/13/2017

PERIOD TO: 8/30/2017

SIGNET PROJECT #: SCC16-155

PO #: 5048-4274

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Design & Submittals	\$32,080.00	\$32,080.00	\$0.00	\$0.00	\$0.00	\$32,080.00	\$0.00	100.0%	\$ 3,208.00
2	O&M Manuals	\$1,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,460.00	0.0%	\$ -
3	Training	\$1,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,460.00	0.0%	\$ -
4	Bldg. 1 - Material	\$45,800.00	\$0.00	\$45,800.00	\$45,800.00	\$0.00	\$45,800.00	\$0.00	100.0%	\$ 4,580.00
5	Bldg. 1 - Project Management	\$59,900.00	\$0.00	\$29,950.00	\$29,950.00	\$0.00	\$29,950.00	\$29,950.00	50.0%	\$ 2,995.00
6	Bldg. 1 - Project Management	\$26,420.00	\$3,963.00	\$14,531.00	\$14,531.00	\$0.00	\$18,494.00	\$7,926.00	70.0%	\$ 1,849.40
7	Bldg. 1 - Programming	\$12,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,330.00	0.0%	\$ -
8	Bldg. 1 - Start-up & Testing	\$10,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,580.00	0.0%	\$ -
9	Bldg. 2 - Material	\$13,400.00	\$0.00	\$13,400.00	\$13,400.00	\$0.00	\$13,400.00	\$0.00	100.0%	\$ 1,340.00
10	Bldg. 2 - Installation	\$17,540.00	\$0.00	\$8,770.00	\$8,770.00	\$0.00	\$8,770.00	\$8,770.00	50.0%	\$ 877.00
11	Bldg. 2 - Project Management	\$7,740.00	\$1,161.00	\$4,257.00	\$4,257.00	\$0.00	\$5,418.00	\$2,322.00	70.0%	\$ 541.80
12	Bldg. 2 - Programming	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,600.00	0.0%	\$ -
13	Bldg. 2 - Start-up & Testing	\$3,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100.00	0.0%	\$ -
14	Bldg. 3 - Material	\$9,030.00	\$0.00	\$9,030.00	\$9,030.00	\$0.00	\$9,030.00	\$0.00	100.0%	\$ 903.00
15	Bldg. 3 - Installation	\$11,800.00	\$0.00	\$5,900.00	\$5,900.00	\$0.00	\$5,900.00	\$5,900.00	50.0%	\$ 590.00
16	Bldg. 3 - Project Management	\$5,200.00	\$780.00	\$1,820.00	\$1,820.00	\$0.00	\$2,600.00	\$2,600.00	50.0%	\$ 260.00
17	Bldg. 3 - Programming	\$2,430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,430.00	0.0%	\$ -
18	Bldg. 3 - Start-up & Testing	\$2,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,080.00	0.0%	\$ -
19	Bldg. 4 - Material	\$7,600.00	\$0.00	\$7,600.00	\$7,600.00	\$0.00	\$7,600.00	\$0.00	100.0%	\$ 760.00
20	Bldg. 4 - Installation	\$9,920.00	\$0.00	\$2,480.00	\$2,480.00	\$0.00	\$2,480.00	\$7,440.00	25.0%	\$ 248.00
21	Bldg. 4 - Project Management	\$4,380.00	\$0.00	\$1,752.00	\$1,752.00	\$0.00	\$1,752.00	\$2,628.00	40.0%	\$ 175.20
22	Bldg. 4 - Programming	\$2,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,040.00	0.0%	\$ -
23	Bldg. 4 - Start-up & Testing	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00	0.0%	\$ -
24	CO-01: Split Systems - LV Wiring	\$9,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,170.00	0.0%	\$ -
		\$300,810.00	\$37,984.00	\$145,290.00	\$145,290.00	\$0.00	\$183,274.00	\$117,536.00	60.9%	\$18,327.40

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G703-1992

Dillon Bouté

From: Navin Kashyap <navink@signetcontrols.com>
Sent: Tuesday, August 22, 2017 2:33 PM
To: Dillon Bouté
Cc: 'Art Salas (SC)'
Subject: RE: Lemonwood Controls Work Completed/Work to Complete

Hi Dillon,

Further to our conversation please find below

Material Grand Total	\$ 75,930.65
Restocking Fee (includes Sales Tax & Freight)	\$ 22,242.75
Material Credit for Cancellation of Contract for Convenience	\$ (53,687.91)

Thanks and Make it a great day,

Navin Kashyap

Navin Kashyap, LEED AP



signet controls, inc

15350 Mallory Court,
Moorpark, CA 93021
t: (818) 859 9999
f: (877) 888 4648
Email: navink@signetcontrols.com

Please consider the environment before printing this e-mail

From: Dillon Bouté [mailto:dillon@sheldonmech.com]
Sent: Monday, August 21, 2017 10:31 AM
To: navink@signetcontrols.com
Cc: 'Art Salas (SC)' <asalas@signetcontrols.com>
Subject: RE: Lemonwood Controls Work Completed/Work to Complete

Navin,

As of right now we have been instructed from last week's meeting by the Swinerton and the District to stop any further work pertaining to your scope. We were told the District that they will issue a formal letter once a formal change order has been submitted and approved. At this time please provide the credit for the parts on Lemonwood with applicable backup.

Thank you,

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #17 Add

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clarita, CA 91355

DATE	PAGE
08/28/17	1
TIME	
11:40 AM	

Phone: 661-286-1361 FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 Low Voltage Wire					2,500.00
3 SUBTOTAL					<u>2,500.00</u>
4					
5 MAJOR QUOTATIONS:					
6 EQUIPMENT:					
7					
8 USACD					15,379.00
9 55 Thermostats					
10 55 Locking Covers					
11 55 WIFI Modules					
12 8 Tstat Interfaces					
13 8 Transformers					
14 SUBTOTAL					<u>15,379.00</u>
15					
16 SALES TAX:					
17 Material Total	Line 3	2,500.00	%	9.25	231.25
18 Major Quotations	Line 14	15,379.00	%	7.75	1,191.87
19 SUBTOTAL					<u>1,423.12</u>
20					
21 DIRECT FIELD LABOR:					
22 Low Voltage Wire					
23 Foreman	Calc	180.00	*	116.10	20,898.00
24 Journeyman	Calc	180.00	*	96.85	17,433.00
25					
26 Install 55 Tstats					
27 Foreman	Calc	27.50	*	116.10	3,192.75
28 Journeyman	Calc	27.50	*	96.85	2,663.38
29					
30 Install 55 Locking					
31 Covers					
32 Foreman	Calc	27.50	*	116.10	3,192.75
33 Journeyman	Calc	27.50	*	96.85	2,663.38
34					
35 Tstat Interfaces and					
36 Transformers for					
37 Splits					
38 Foreman	Calc	4.00	*	116.10	464.40
39 Journeyman	Calc	4.00	*	96.85	387.40
40 SUBTOTAL					<u>50,895.06</u>
41					
42 SPECIALIZED LABOR					
43 Programming	Calc	60.00	*	116.10	6,966.00
44 Warranty					5,000.00
45 Commissioning	Calc	120.00	*	116.10	13,932.00
46 SUBTOTAL					<u>25,898.00</u>
47					
48 DIRECT JOB EXPENSES:					
49 Supervision Hours	Calc	24.00	*	116.10	2,786.40
50 Cleanup	Calc	12.00	*	96.85	1,162.20
51 Freight	Calc	4.00	*	75.00	300.00
52 Material Handling	Calc	12.00	*	96.85	1,162.20
53 Owner Instruction	Calc	8.00	*	116.10	928.80
54 SUBTOTAL					<u>6,339.60</u>
55					

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #17 Add

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
08/28/17	2
TIME	
11:40 AM	

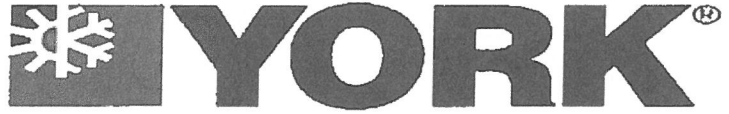
Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
56	JOB SUBTOTAL				102,434.78
57					
58	OVERHEAD MARKUP:				
59	Flat Rate Markup	Line 56	102,434.78	%	15,365.22
60	Material	Line 3	2,500.00	%	
61	Major Quotations	Line 14	15,379.00	%	
62	Sales Tax	Line 19	1,423.12	%	
63	Direct Field Labor	Line 40	50,895.06	%	
64	Direct Shop Labor	Line 44	5,000.00	%	
65	Specialized Labor	Line 44	5,000.00	%	
66	Indirect Labor	Line 44	5,000.00	%	
67	Non-Productive Lbr.	Line 44	5,000.00	%	
68	Direct Job Expenses	Line 54	6,339.60	%	
69	Sub Contracts	Line 55	0.00	%	
70	JOB TOTAL				117,800.00



The world's largest privately owned HVAC distributor



It's time to get comfortable.

16900 Chestnut Street, City of Industry, CA 91748 - Ph: 8054022293, Fax: - E-mail: n.amin@us-ac.com

Date: 8/22/2017

Proposal Number:

Project Name: LEMONWOOD - TSTATS R-1

Contractor: SHELDON MECHANICAL

Attention: DILLON BOUTE

Tag	Qty	Model No.	Description
PACKAGE UNITS	47	T4900SCH	Venstar commerical tstat
PACKAGE UNITS	47	ACC0625	Explorer Thermostat Lock Ring
PACKAGE UNITS	47	ACCVWF1	WIFI Key for Explorer Thermostats
MITS SPLIT	8	T4900SCH	Venstar commerical tstat
MITS SPLIT	8	ACC0625	Explorer Thermostat Lock Ring
MITS SPLIT	8	ACCVWF1	WIFI Key for Explorer Thermostats
MITS SPLIT	8	PAC-US444CN-1	Thermostat Interface. Allows third party thermostats to Control Mitsubishi Indoor Units
MITS SPLIT	8	T2404	Transformers
	1	START-UP	

Total: \$15,379.00

Sales and excise taxes are not included

Not Included:

No platforms, roof curbs, vibration isolation, economizers, power exhausts, manual outside air dampers, filter racks, extra filters, hanging kits, disconnects, smoke detectors, thermostats, coil coatings, copper coils, startup or supervision, rigging or handling, storage, or any other accessories, components, or controls not listed above. All accessories are field installed unless otherwise noted.

Notes:

Prices are valid for THIRTY (30) days from the date of the Proposal unless noted otherwise.

Sincerely,

Niraj Amin

Sales Engineer

US Airconditioning



ARCHITECTS

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949 809 3380

info@sva-architects.com
www.sva-architects.com

8/24/2017

Mr. Bill Gray
Swinerton Builders
865 South Figueroa Street, Suite 3000
Los Angeles, Ca 90017

Re: Lemonwood K-8 Reconstruction – change from EMS to stand along control system

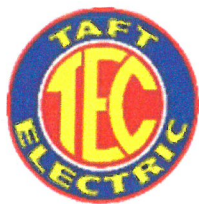
Dear Bill:

On Tuesday, 8/15, 2017, the team discussed the option to eliminate the EMS control system specified in the project and provide a stand-alone control system utilizing the VenStar Thermostat with module to allow remote access to the system. The district and program manager directed us to proceed to implement the required changes to the Lemonwood project.

Sincerely,

SVA Architects, Inc.

Tom Bardwell



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 063 R001

Date: 9/20/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Exhaust Fan nLight Control		Submitted

Reference	Required By	Days Req	Amt Req
	9/27/2017	0	8,428

Notes

We are submitting the above cost to install nLight controls for exhaust fans in lieu of the omitted Alerton system. This includes all EFs (exhaust fans) in buildings 1-4 serving restrooms and utility rooms.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____
Name _____ Date _____

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFTEC Labor Level: LABOR 1 20 Sep 2017 14:46:50

Region: COR 063 EF CONTROL

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
0	0				CLASSROOM EF CTRL				
0	0				1ST WEST RESTROOMS				
98	-2	M			NLIGHT MOTION PDT9	150.0000	-300.00	0.5000	-1.00
99	2	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	312.50	0.5000	1.00
0	0				1ST FL CORE				
98	4	M			NLIGHT MOTION PDT9	150.0000	600.00	0.5000	2.00
103	4	M			CTRL RM PATCH CABLE 5' - CAT5E	5.7989	23.20	0.0250	0.10
0	0				1ST EAST RESTROOMS				
98	-4	M			NLIGHT MOTION PDT9	150.0000	-600.00	0.5000	-2.00
99	4	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	625.00	0.5000	2.00
0	0				2ND FL CORE				
98	4	M			NLIGHT MOTION PDT9	150.0000	600.00	0.5000	2.00
103	4	M			CTRL RM PATCH CABLE 5' - CAT5E	5.7989	23.20	0.0250	0.10
0	0				2ND EAST RESTROOMS				
98	-4	M			NLIGHT MOTION PDT9	150.0000	-600.00	0.5000	-2.00
99	4	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	625.00	0.5000	2.00
0	0				EF1-1, EF2-1, EF3-1 EF4-1				
100	4	M			NLIGHT POWERPACK NPP16	80.3300	321.32	0.6500	2.60
0	0				MPR EF CTRL				
0	0				WEST EF2-4 & EF 2-5				
98	2	M			NLIGHT MOTION PDT9	150.0000	300.00	0.5000	1.00
99	3	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	468.75	0.5000	1.50
0	0				EAST EF2-1 & EF 2-2				
98	-4	M			NLIGHT MOTION PDT9	150.0000	-600.00	0.5000	-2.00
99	4	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	625.00	0.5000	2.00

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com

Region: COR 063 EF CONTROL

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				EF2-1, EF2-2, EF2-3, EF2-4, EF2-5, EF2-6				
100	6	M			NLIGHT POWERPACK NPP16	80.3300	481.98	0.6500	3.90
	0								
	0				ADMIN EF CTRL				
	0				RESTROOMS & STORAGE				
98	1	M			NLIGHT MOTION PDT9	150.0000	150.00	0.5000	0.50
99	3	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	468.75	0.5000	1.50
	0				EF1-3				
100	1	M			NLIGHT POWERPACK NPP16	80.3300	80.33	0.6500	0.65
	0				KINDERGARTEN EF CTRL				
	0				RESTROOMS & STORAGE				
98	6	M			NLIGHT MOTION PDT9	150.0000	900.00	0.5000	3.00
99	3	M			NLIGHT MOTION DUAL FUNCTION PDT92P	156.2500	468.75	0.5000	1.50
	0				EF4-1, EF 4-2, EF4-3				
100	3	M			NLIGHT POWERPACK NPP16	80.3300	240.99	0.6500	1.95
Phase Totals:							5,214.76		22.30
Job Totals:							5,214.76		22.30

CED VENTURA
 1807 PALMA DRIVE
 VENTURA CA 93003
 TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-32223 TAFT-LEMONWOOD ELEMENTARY S

LEMONWOOD ELEMENTARY SCHOOL
 1694 EASTMAN AVENUE
 VENTURA, CA 93003

QUOTATION		PAGE 001 OF 001	
QUOTE #	DATE	REV #	REV DATE
1084092	09/13/17	001	09/13/17
QUOTE EXPIRES		PREPARED BY	
10/13/2017		KT	
SLS		INSL	
0184		9007	
FOB		FREIGHT	
SHIPPING POINT		PREPAY & CHARGE	

CUS PO #:
COR 063
JOB NAME:
LEMONWOOD

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1	LITH	NRMPDT9	SENSOR	150.00	E	150.00
02	1	LITH	NRMPDT92P		156.25	E	156.25
03	1	LITH	NPP16	120/277VAC POWER PACK	80.33	E	80.33
04	*						
05	*	PLUS TAX					
06	*	PLUS FRT - ESTIMATE @ \$75.00 FRT					

TOTAL: 386.58

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents 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 Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

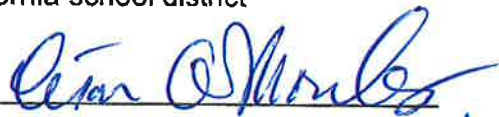
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

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 _____

ENROLLMENT REPORTS (Penanhoat)

District enrollment as of August 31, 2017 was 16,579. This is 203 less than the same time last year.

District enrollment as of September 29, 2017 was 16,612. This is 210 less than the same time last year.

FISCAL IMPACT

None.

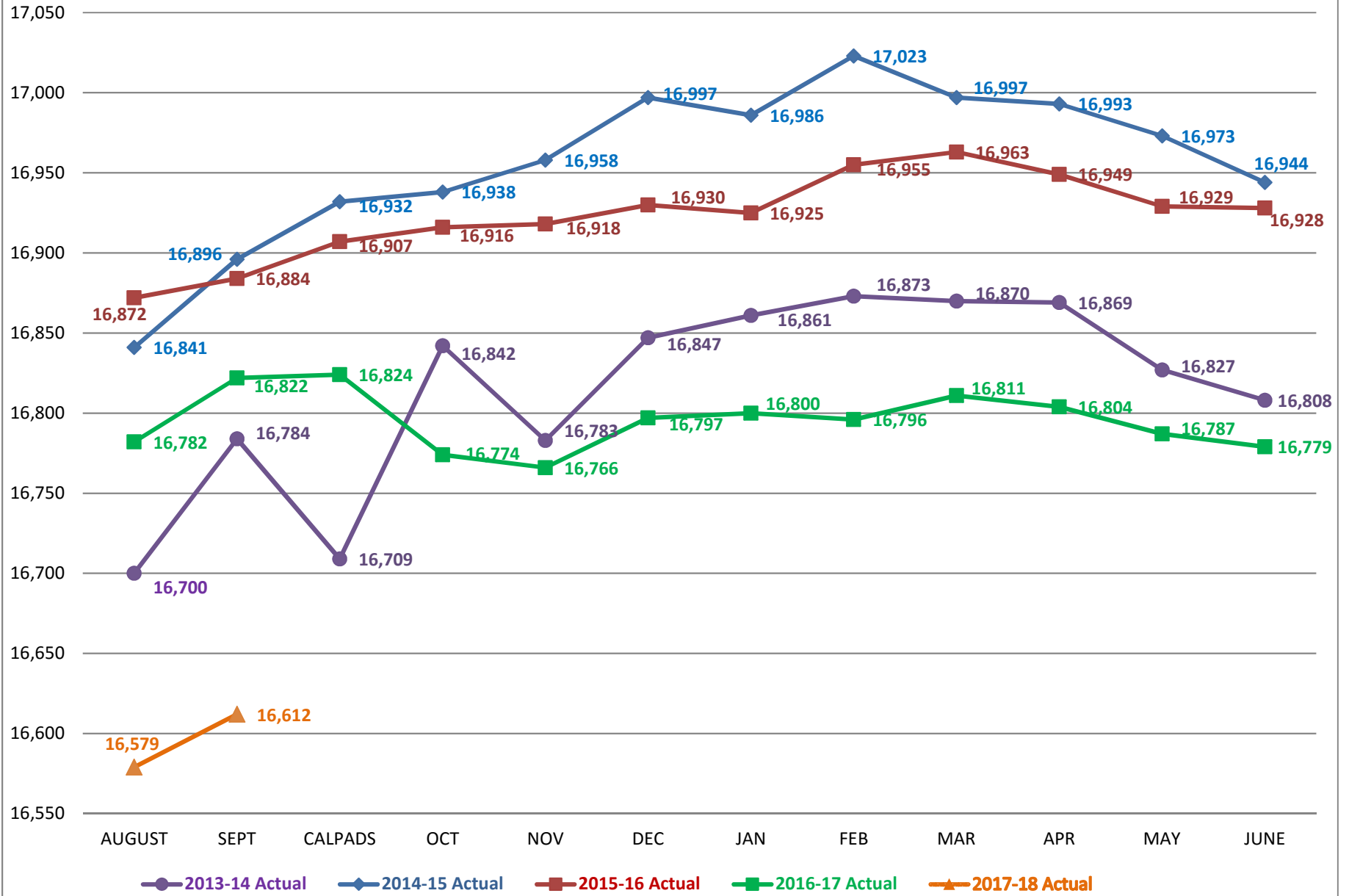
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals (1 page)

Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

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 Notice of Completion, Haydock Sewer Repair/Replacement, Bid #16-05 (Penanhoat/Fateh)

The contractor, Kiwitt's General Building Contractor, has completed the work of Bid #16-05 to perform the work for Haydock Sewer Repair/Replacement, as of August 14, 2017. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #16-05, Haydock Sewer Repair/Replacement with Kiwitt's General Building Contractor.

ADDITIONAL MATERIALS:

Attached: Notice of Completion (1 Page)

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Haydock Middle School, 647 West Hill Street, Oxnard, CA 93033, for Bid #16-05, Haydock Sewer Repair/Replacement:

That on or about the 17th day of May 2017 the said Oxnard School District of Ventura County entered into a contract with Kiwitt's General Building Contractor for the work of site improvements located at Haydock Middle School that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 14th day of August, 2017; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2017, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 10/18/17

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 #17-03(Penanhoat/Franz)

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

1. A listing of Purchase orders issued 9/07/2017 through 10/03/2017 for the 2017-2018 school year, for \$14,934,575.90.
2. A listing of Draft Payments issued 9/07/2017 through 10/03/2017 for the 2017-2018 school year, D7641-D7643 for the total amount of \$370.00.

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 #17-03 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #17-03 (15 Pages)

Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00019	Grainger Inc	CNS	stores	70.34
P18-00648	Sams Club 6455	ED SERVICES	MATL/SUPL	300.00
P18-00896	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	782.27
P18-01421	Costco Wholesale	DRIFFILL	SERV-instructional	100.00
P18-01422	Dept Of Toxic Substances Ctr	FACILITIES	Fees	80.20
P18-01423	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service	580.00
P18-01426	Southwest Airlines	ED SERVICES	CONF	170.45
P18-01427	OfficeSupply.com	KAMALA	Materials & Supplies-Admin	49.21
P18-01428	Petroleum Telcom Inc DBA Telecom	KAMALA	Materials & Supplies-Admin	991.30
P18-01431	Blackhawk Products	FACILITIES	Locksmith Materials and Supplies	79.00
P18-01434	Petroleum Telcom Inc DBA Telecom	LEMONWOOD	MAT/SUPP (Admin)	71.00
P18-01435	Petroleum Telcom Inc DBA Telecom	LEMONWOOD	MAT/SUPPL (Admin)	387.90
P18-01437	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	200.00
P18-01438	ACSA	HAYDOCK	CONF/ADMIN	529.00
P18-01439	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL (Counselor)	75.00
P18-01440	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	110.00
P18-01442	Blick Art Materials	ED SERVICES	MATL/SUP FREMONT	521.49
P18-01443	Rio Elementary School Distri	BUSINESS	SERV	132.74
P18-01444	Southwest Airlines	HAYDOCK	TRAVEL/CONF-ADMIN	115.46
P18-01445	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	29.08
P18-01446	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MARSHALL	CONF - Instruction	150.00
P18-01447	Santa Barbara Botanic Garden	LEMONWOOD	SERV-Instructional	187.50
P18-01448	Pesi, Inc	Pupil Srvs	MATL/SUP	493.84
P18-01449	Santa Barbara Museum of Natural History	MARINA	PROF/CONS-Instructional	100.00
P18-01450	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	183.75
P18-01451	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	125.01
P18-01452	Grainger Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	101.99
P18-01453	UNITED RECORDS MANAGEMENT	ROSE	SERV - INSTRUCTIONAL	500.00
P18-01454	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	96.75
P18-01459	Ventura Co Office Of Education	ELM	Conf - Instructional	400.00
P18-01460	VCOE - 0950	ROSE	TRAVEL & CONF. TEACHER POSITIVE BEHAVIOR 9-28-17	85.00
P18-01461	SCSNA	CNS	conference	150.00
P18-01462	MASTER GRINDING & SECURITY	MCAULIFFE	Mat-Supl-Instructional	157.00
P18-01463	Smart And Final Iris Co	MCAULIFFE	Mat-Supl-parent participation	500.00
P18-01464	Costco Wholesale	MCAULIFFE	Mat-Supl-parent participation	500.00
P18-01465	Lakeshore Learning Materials-V	MCKINNA	Mat/sup-instructional	100.00

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

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01466	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	21.51
P18-01476	Batteries Plus	WAREHOUSE	Stores Supplies	736.75
P18-01478	Staples Direct	NFL	Matl/Sup	158.33
P18-01486	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV (17-18 CUSTODIAL UNIFORMS)	77.54
P18-01497	Amazon Com	FACILITIES	Misc materials and supplies	48.43
P18-01500	American Drive-In Cleaners	HR	serv	60.00
P18-01504	Shaw Hr Consulting	HR	Conf-	299.00
P18-01506	Barnes And Noble	NFL	Matl/ Sup	85.49
P18-01507	Aswell Trophy And Engraving	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	70.04
P18-01518	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ELM	Conf - Instructional	300.00
P18-01520	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MARSHALL	CONF – Parent Participation	150.00
P18-01521	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ED SERVICES	CONF	150.00
P18-01522	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ED SERVICES	CONF	75.00
P18-01532	Fullerton Marriott	ED SERVICES	CONF/TRAVEL	306.34
P18-01533	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPP (Instruction)	283.55
P18-01536	Regency Lighting	WAREHOUSE	Stores Supplies	116.15
P18-01537	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	ELM	Matl/sup - Instructional	247.83
P18-01538	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	69.80
P18-01539	Petroleum Telcom Inc DBA Telecom	TRANSPORTATION	SERVICE	250.00
P18-01542	Scholastic Inc	MARSHALL	MATL/SUP - Instruction	849.28
P18-01543	Ventura Co Office Of Education	ELM	Conf - Instructional	110.00
P18-01544	SCRIPPS NATL SPELLING BEE	MARSHALL	SERV – Instruction	140.50
P18-01545	Dell Direct Sales Lp	BREKKE	Matl/ Supl Admin	285.52
P18-01546	ADVANCED CLASSROOM TECHNOLOGIE S, INC	BREKKE	Matl/ Supl Instuctional	86.20
P18-01547	SCRIPPS NATL SPELLING BEE	LEMONWOOD	SERV (Instructional)	140.50
P18-01549	A Z Bus Sales Inc	TRANSPORTATION	REPAIRS	62.50
P18-01556	Walmart	SORIA	MATL/SUP (Instructional)	600.00
P18-01561	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ROSE	TRAVEL AND CONFERENCE-2017 VTA. CABE CONF. 9-22-17	750.00
P18-01565	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	82.94
P18-01566	Residence Inn Irvine John Wayne Airport	IT	CONF (Valerie - TAPD)	157.79
P18-01568	Gopher Sport	RITCHEN	MATL/SUP-Instructional	148.45
P18-01572	Scholastic Inc	SAN MIGUEL	MATL/SUPP (S M)	458.48
P18-01574	Positive Promotions	RITCHEN	MATL/SUP-Instructional	105.95
P18-01575	THE SHOPPER INC	LEMONWOOD	Materials and Supplies/INSTRUCTION	914.67
P18-01576	THE SHOPPER INC	LEMONWOOD	MAT/SUPPL (Instructional)	202.03
P18-01577	Othman Abu-Bekr	LEMONWOOD	SERV (Instructional)	250.00
P18-01579	Divine Visual Djs	LEMONWOOD	SERV (Instructional)	200.00
P18-01584	ACSA	ED SERVICES	Conf	399.00
P18-01585	ISLAND HOTEL FINANCE THE ISLAND HOTEL	ED SERVICES	Conf	892.02

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01587	Staples Direct	ELM	Mat/Sup - Instructional	160.00
P18-01588	Demco Inc	MCKINNA	mat/sup-instructional	250.47
P18-01589	COURTYARD BY MARRIOTT BOSTON C AMBRIDGE	ED SERVICES	CONF/TRAVEL	346.09
P18-01592	Ventura Co Office Of Education	ED SERVICES	CONF	300.00
P18-01593	Ventura Co Office Of Education	ED SERVICES	CONF	900.00
P18-01594	Perma Bound Books	LEMONWOOD	MAT/SUPP (Instructional)	552.80
P18-01595	Ventura Co Office Of Education	ED SERVICES	CONF	525.00
P18-01596	Lakeshore Learning Materials-V	NFL	Mat/Sup	109.84
P18-01597	NETWORK CRAZE TECHNOLOGIES INC	FREMONT	MAT/SUP INSTRUCTION	518.99
P18-01598	Jordanos Inc	CNS	supplies	426.68
P18-01600	US Foundation for Inspiration & Recognition of Science & Tec	CURREN	mat/sup - instructional	506.37
P18-01601	Smart And Final Iris Co	SORIA	MATL/SUP(Parent Participation)	150.00
P18-01602	Smart And Final Iris Co	RITCHEN	MATL/SUP-Instructional/ Parent Participation	300.00
P18-01603	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	96.94
P18-01605	School Health Corporation	SORIA	MATL/SUP (Instructional)	256.36
P18-01607	Southwest Airlines	Pupil Srvs	CONF	463.84
P18-01610	Criterion Environmental Inc	FACILITIES	Prof Services	820.00
P18-01612	SWRCB/SW Fees	FACILITIES	Fees	575.00
P18-01613	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	KAMALA	Conference-Admin/Instruc	300.00
P18-01614	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	KAMALA	Conference-Admin	75.00
P18-01616	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	HARRINGTON	TRAVEL AND CONFERENCE-INSTRUCTION	450.00
P18-01618	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ED SERVICES	CONF	75.00
P18-01619	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instructional	106.59
P18-01620	Aswell Trophy And Engraving	LEMONWOOD	MAT/SUPP (Instructional)	5.39
P18-01621	Calif Dedicated to Education	ASES	CONF	345.00
P18-01622	Printech	RITCHEN	Mat/Sup-Instructional	200.00
P18-01623	School Innovations & Achievem nt	Pupil Srvs	CONF	600.00
P18-01624	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	168.00
P18-01625	Hyatt Regency Albuquerque	ED SERVICES	CONF/TRAVEL	422.22
P18-01627	MARRIOTT HOTEL SERVICES SAN JO SE MARRIOTT	HAYDOCK	CONF/ADMIN	618.32
P18-01628	Office Depot Bus Ser Div	GRAPHICS	Materials and Supplies	94.05
P18-01629	Grainger Inc	GRAPHICS	Materials and Supplies	113.51
P18-01630	Southwest Airlines	SUPERINTENDEN	CONF	285.46
P18-01632	Home Depot Inc	CHAVEZ	MATERIAL AND SUPPLY-INSTRUCTIONAL	234.90
P18-01633	Petroleum Telcom Inc DBA Telec om	RAMONA	Mat/Sup - Admin	818.90
P18-01634	Home Depot Inc	SUPERINTENDEN	SUP	387.89
P18-01635	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	504.27
P18-01636	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	SUPERINTENDEN	CONF	75.00

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01638	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	SUPERINTENDEN	CONF	150.00
P18-01640	Ventura Co Sch Bds Assn Attn: Stephm Blum, Treasurer	SUPERINTENDEN	MEMB	200.00
P18-01641	Coastal Embroidery, Inc	CURREN	matl/sup - instructional	290.93
P18-01642	VENTURA CO SCHOOL BOARDS ASSOC ATTN; STEVE BLUM,TREASURER	SUPERINTENDEN	CONF	20.00
P18-01644	Smart And Final Iris Co	RAMONA	Mat/Sup - Instruction	500.00
P18-01648	Brainpop Com LLC	HAYDOCK	LICENSE/INSTRUCTION	695.00
P18-01649	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction	147.51
P18-01650	Sacramento Holiday Inn	ED SERVICES	CONF/TRAVEL	338.70
P18-01653	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	RAMONA	CONF - Instruction/Administration	225.00
P18-01657	Printech	SAN MIGUEL	MATL/SUPP (Duplo)	465.48
P18-01658	Lightspeed Systems Sales, Inc	SAN MIGUEL	SERV (MDM)	600.00
P18-01659	Ventura Co Office Of Education SELPA	RAMONA	CONF - Instruction	75.00
P18-01660	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	Special Ed	CONF(VITELA-ELIAS)	75.00
P18-01662	Handlery Hotel & Resort	Special Ed	CONF(ACC)	281.75
P18-01663	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MCAULIFFE	CONF-Instructional	225.00
P18-01664	El Pollo Norteno Inc	MARINA	MATL/SUPL-Parent participation	300.00
P18-01666	IXL LEARNING, INC	Special Ed	ONLINE APP / FREMONT	349.00
P18-01667	IXL LEARNING, INC	Special Ed	ONLINE APP/ FREMONT	349.00
P18-01669	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	110.31
P18-01671	SCRIPPS NATL SPELLING BEE	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	140.50
P18-01672	Ventura Co Office Of Education	Special Ed	SERV (HH)	413.01
P18-01673	Barnes And Noble	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	29.29
P18-01674	Carrie A Kouri eSpecial Needs, LLC	Special Ed	MATL/SUP	228.32
P18-01675	California Council for Excepti onal Children	Special Ed	CONF	125.00
P18-01676	Lakeshore Learning Materials-V	Special Ed	MATL/SUP	974.79
P18-01677	Amazon Com	Special Ed	MATLS(DHH)	158.59
P18-01678	Pro Ed	Special Ed	MATLS(SLP)	223.04
P18-01679	Oriental Trading Co Inc	MARSHALL	MATL/SUP - Instruction	717.57
P18-01680	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	505.22
P18-01682	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	300.00
P18-01683	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	DRIFFILL	CONF-instructional	888.94
P18-01684	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	ED SERVICES	CONF	75.00
P18-01685	CN School & Office Sol, Inc Cu Iver-Newlin	SAN MIGUEL	EQUIP (Cabinet-M Truax)	848.71
P18-01686	Santa Barbara Museum of Natura l History	MARSHALL	SERV - Instruction	50.00

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01687	Walmart	MARSHALL	MATL/SUP – Parent Participation	300.00
P18-01688	Shred-It USA LLC	RITCHEN	SERV-Admin.	300.00
P18-01692	Ventura Co Office Of Education	RITCHEN	CONF-INSTRUNCTIONAL	400.00
P18-01694	Lakeshore Learning Materials-V	ED SERVICES	mtls	175.47
P18-01695	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	30.00
P18-01696	Ventura Co Office Of Education	ED SERVICES	CONF	40.00
P18-01697	Lakeshore Learning Materials-V	NFL	Mat/ Sup	135.71
P18-01711	Aswell Trophy And Engraving	ED SERVICES	MATL/SUPPL	25.86
P18-01717	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	295.21
P18-01719	Office Depot Bus Ser Div	NFL	Mat/Sup	362.10
P18-01722	ASCD	ED SERVICES	MATL/SUP	273.39
P18-01723	Heinemann	MARINA	BOOKS OTHER/Instr	239.00
P18-01724	WPS	Special Ed	MATL/SUP	347.36
P18-01725	WPS	Special Ed	MATL/SUP	512.21
P18-01726	Pearson	Special Ed	MATL/SUP	922.86
P18-01727	Corwin Press Inc	ED SERVICES	MATL/SUP	305.60
P18-01736	Vocabulary Spelling City	HARRINGTON	ONLINE SUBCRIPTIONS, LICENSES- INSTRUCTION	903.00
P18-01738	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	196.57
P18-01745	Smart And Final Iris Co	FREMONT	Materials and Supplies-Parent Participation	200.00
P18-01748	Smart And Final Iris Co	ELM	Mat/Sup - Parent Participation	300.00
P18-01751	McCarty And Sons Towing	WAREHOUSE	Service	500.00
P18-01753	VENTURA CO SCHOOL BOARDS ASSOC ATTN; STEVE BLUM,TREASURER	SUPERINTENDEN	CONF	20.00
P18-01754	Ventura Co Office Of Education	ASES	CONF	175.00
P18-01755	Ventura Co Office Of Education	KAMALA	Conf-Instructional	110.00
P18-01756	Barcode Spot	CNS	supplies	591.12
P18-01757	CALIF SCHOOL NUTRITION ASSOC.	CNS	membership	354.00
P18-01759	Gopher Sport	HAYDOCK	MATL/SUPPLY-INSTRUCTION	814.48
P18-01760	Grainger Inc	ASES	MTRL/SUPL	276.16
P18-01762	CDW G	HR	Supp-	392.73
P18-01764	Blick Art Materials	FRANK	Mat/Sup - Instructional	402.52
P18-01765	Amazon Com	FRANK	Mat/Sup - Instructional	77.52
P18-01766	Coast To Coast Computer Prod	BREKKE	Mat/ Supl Instructional	500.00
P18-01768	Manchester Grand Hyatt	SUPERINTENDEN	CONF	252.65
P18-01769	Ventura Co Office Of Education	CURREN	conf - instructional	420.00
P18-01771	SHRED-IT USA LLC	MARINA	SRVC-Instruction	450.00
P18-01772	Fisher Scientific Education	SORIA	MATL/SUPL(Instructional)	107.75
P18-01773	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	SIERRA LINDA	Conf - Admin/Instruction/Parent/social services	600.00
P18-01774	Rady Children's Hospital San D iego	SAN MIGUEL	CONF (Rivera/Hayashi)	950.00
P18-01775	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL (Instructional/admin)	400.00
P18-01776	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MCKINNA	conf-instructional	300.00
P18-01777	Amazon Com	LEMONWOOD	MAT/SUPP (Instructional)	57.93

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01778	Demco Inc	LEMONWOOD	MAT/SUPP (Instructional)	111.94
P18-01779	ISLAND HOTEL FINANCE THE ISLAN D HOTEL	Special Ed	CONF(ACC)	869.38
P18-01780	Corwin Press Inc	FRANK	Mat/Sup - Instructional	182.91
P18-01781	School Outfitters	SORIA	MATLS (I. GUTIERREZ)	177.93
P18-01782	Factory Express	GRAPHICS	Materials and Supplies	290.39
P18-01788	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	CURREN	conf- instructional/admin/counselor	600.00
P18-01789	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	BREKKE	Non Capitalized Equip- Admin	520.00
P18-01790	Gopher Sport	BREKKE	Mat/ Supl Instructional	451.90
P18-01791	Leopaul A. Martinez Jr	CURREN	mat/sup - instructional	625.48
P18-01792	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	433.00
P18-01797	Aswell Trophy And Engraving	RAMONA	Mat/Sup - Admin	317.59
P18-01800	Battery Systems Inc	WAREHOUSE	Repairs	231.66
P18-01801	Rotary of Santa Paula	MARINA	SERV/Instructional	300.00
P18-01802	Monterey Peninsula College	ED SERVICES	MATL/SUP FRANK	840.45
P18-01803	Scholastic Inc	FREMONT	BKS - INSTRUCTIONAL	244.87
P18-01804	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	922.35
P18-01805	CABE	SUPERINTENDEN`	MEMB	450.00
P18-01806	TRI-COUNTY OFFICE FURNITURE	SUPERINTENDEN`	SUP	404.41
P18-01808	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction	103.38
P18-01809	Ventura Co Office Of Education	SIERRA LINDA	Conf - Instructional	400.00
P18-01810	Monster Technology LLC	SIERRA LINDA	mat/sup - instructional	982.68
P18-01811	CDW G	SIERRA LINDA	mat/sup - instructional	657.54
P18-01812	Southern Calif Kindergarten Co nference Inc	ROSE	TRAVEL & CONF. -Instruction	656.00
P18-01814	Frontier California Inc	BUSINESS	CONST	750.00
P18-01815	Hilton Garden Inn	Special Ed	CONF (ACC-AS)	254.65
P18-01818	Ventura Co Office Of Education	Pupil Srvs	CONF	80.00
P18-01819	School Serv Of Calif Inc	BUSINESS	CONF	430.00
P18-01820	Shirts Unlimited LLC	CNS	supplies	303.00
P18-01821	Maxim Staffing Solutions	Pupil Srvs	SERV	292.50
P18-01822	Office Depot Bus Ser Div	RISK MGMT	Materials	167.77
P18-01824	Heinemann	FREMONT	BKS-INSTRUCTION	395.98
P18-01826	Calif Dept Of Educ	ED SERVICES	CONF	425.00
P18-01829	Staples Direct	Pupil Srvs	MATL/SUP	26.93
P18-01833	Petesehria, LLC PizzaMan Dan's	FREMONT	Material & Supplies-Parent Participation	100.00
P18-01834	Ventura Co Office Of Education	Pupil Srvs	CONF	360.00
P18-01839	Hilton Pasadena	ROSE	TRAVEL & CONF. -instruction	870.92
P18-01841	Global Equipment Co Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	27.02
P18-01843	Spicers Paper Inc	WAREHOUSE	Stores Supplies	515.00
P18-01846	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	RAMONA	SERV	795.00
P18-01848	Sheraton Gateway Los Angeles	ED SERVICES	CONF	344.76
P18-01849	Underwood Family Farms	DRIFFILL	SERV-instructional	790.00
P18-01850	Southwest Airlines	Special Ed	TRAVEL(AS-SPED COUNCIL)	334.96
P18-01851	Southwest Airlines	SUPERINTENDEN`	CONF	115.46
P18-01855	Walmart	Pupil Srvs	MATL/SUP	100.00
P18-01856	Calif Dept Of Educ	ED SERVICES	CONF	425.00

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-01858	Sheraton Gateway Los Angeles	ED SERVICES	CONF	344.76	
P18-01859	Grainger Inc	WAREHOUSE	Stores Supplies	421.30	
P18-01860	LABSOURCE, INC	WAREHOUSE	Stores Supplies	844.76	
P18-01861	Ventura Co Office Of Education	FRANK	Conf/Instructional./Psych/ Social Work	75.00	
P18-01865	CDW G	HARRINGTON	MATS & SUPPLIES INSTRUCTION	64.62	
P18-01866	The Breakthrough Coach	BREKKE	Travel & Conf Admin	695.00	
P18-01867	California School Nurses Org	Pupil Srvs	CONF	95.00	
P18-01868	Amazon Com	BREKKE	Matl/ Supl-- Instruct	500.00	
P18-01869	CASCWA	Pupil Srvs	CONF	95.00	
P18-01870	ACSA	RISK MGMT	Membership	922.25	
P18-01871	Petesehria, LLC PizzaMan Dan's	NFL	Matl/Sup	154.00	
P18-01872	Petroleum Telcom Inc DBA Telecom	HARRINGTON	MATS & SUPPLIES- administration	151.20	
P18-01873	COUNTY OF VENTURA	FACILITIES	Fees	440.00	
P18-01874	Tech-Wall Of Ventura Inc	FACILITIES	Prof Service	395.00	
P18-01875	Office Depot Bus Ser Div	BREKKE	Matl/ Supl Instructional	500.00	
P18-01876	Knotts Berry Farm Resort	Pupil Srvs	CONF	112.86	
P18-01877	Office Depot Bus Ser Div	FACILITIES	Materials and Supplies	538.75	
P18-01879	Amazon Com	KAMALA	MATLS/ INSTR	342.53	
P18-01882	California School Boards Assoc	SUPERINTENDEN	CONF	510.00	
P18-01883	CABE	SUPERINTENDEN	CONF	450.00	
P18-01885	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV (17-18 CUSTODIAL UNIFORMS-MCK & SL)	198.12	
P18-01890	Amazon Com	ED SERVICES	MATL/SUP Fremont	253.18	
P18-01892	Smart And Final Iris Co	SAN MIGUEL	MATL/SUPP (Parent)	500.00	
P18-01893	Smart And Final Iris Co	SAN MIGUEL	MATL/SUPP (BEST Parent)	300.00	
P18-01894	Ventura Co Office Of Education	ED SERVICES	Conference MSAP	100.00	
P18-01895	Smart And Final Iris Co	LEMONWOOD	MATLS/ SUPL-INSTRUC	300.00	
P18-01896	Robotics Ed & Competition Fdn	ED SERVICES	SERV Entry fees for Frank field trip	300.00	
P18-01897	Robotics Ed & Competition Fdn	ED SERVICES	SERV- Entry fees for Frank field trip	300.00	
P18-01898	Robotics Ed & Competition Fdn	ED SERVICES	SERV- Entry fees for Frank field trip	259.69	
P18-01899	Robotics Ed & Competition Fdn	ED SERVICES	SERV- Entry fees for Frank field trip	322.01	
P18-01900	Smart And Final Iris Co	BREKKE	MATL/SUP- Parent Inv	250.00	
P18-01903	California Lutheran University	ED SERVICES	CONF	350.00	
P18-01904	Little Caesar's	ED SERVICES	Materials/Supplies	646.50	
P18-01905	Smart And Final Iris Co	ED SERVICES	MATLS/SUPL	100.00	
Total Number of POs			267	Total	88,285.95

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	253	82,908.67
120	CHILD DEVELOPMENT FUND	4	1,636.94
130	CAFETERIA FUND	6	1,895.14
213	BOND FUND MEASURE R 2012	2	655.20
214	BOND FUND MEASURE D 2016	2	1,190.00
Total Fiscal Year 2018			88,285.95
Total			88,285.95

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-00632	300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	151.68-
P18-00737	85.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	85.00
P18-00796	834.95	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	86.73
P18-00948	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P18-01145	1,026.25	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	741.87
P18-01232	610.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	425.00
P18-01310	1,800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	300.00
P18-01346	217.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.80
P18-01354	396.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	99.00
P18-01433	11,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P18-01563	2,495.15	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	338.07
P18-01567	1,572.72	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	107.75
		120-4400	CHILD DEVELOPMENT FUND/NON-CAP EQUIP (\$500-\$4.	107.75
			Total PO P18-01567	215.50
			Total PO Changes	3,168.29

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

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00014	P And R Paper Supply Co	CNS	stores	5,415.83
NP18-00015	Gold Star Foods	CNS	stores	44,248.13
NP18-00016	P And R Paper Supply Co	CNS	stores	6,792.49
NP18-00017	Gold Star Foods	CNS	stores	21,254.46
NP18-00018	P And R Paper Supply Co	CNS	stores	7,024.31
NP18-00020	Gold Star Foods	CNS	stores	40,891.95
NP18-00021	P And R Paper Supply Co	CNS	stores	8,391.30
P18-00326	County First Fire Protection	FACILITIES	Service	10,000.00
P18-01289	COUNTY OF VENTURA OFFICE OF DI STRICT ATTORNEY	Pupil Svcs	SERV	8,068.12
P18-01424	Amazon Com	MARINA	MATL/SUPL-Instr	1,000.00
P18-01425	Nestle Waters North America Re ady Refresh	DRIFFILL	SUPP-instructional	2,200.00
P18-01429	MNS ENGINEERS INC.	FACILITIES	BOND/SITE/SURVEY SVCS/SEABRIDGE K-5	31,600.00
P18-01430	CDW G	LEMONWOOD	BOND/EQUIP (A/V SYS ENCLOSURES)	152,320.79
P18-01432	BERNARDS BROS. INC.	FACILITIES	BOND/BLDG/MARSHALL NEW CLASSROOM BLDG	8,994,236.00
P18-01433	Petroleum Telcom Inc DBA Telec om	ASES	MTRL/SUPL	11,100.00
P18-01436	Costco Wholesale	DRIFFILL	MATL/SUPP-parent participation	1,077.50
P18-01441	School Employers Assoc Of Ca	HR	Conf-	3,900.00
P18-01455	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	HR	Conf-	2,791.90
P18-01456	Houghton Mifflin Harcourt	ED SERVICES	SERV	11,550.00
P18-01457	TRI-COUNTY OFFICE FURNITURE	Special Ed	MATLS	2,051.89
P18-01458	TRI-COUNTY OFFICE FURNITURE	Special Ed	MATLS	10,372.75
P18-01468	Pearson	Special Ed	MATL/SUPL	3,923.65
P18-01469	WPS	Special Ed	MATL/SUPL	2,489.03
P18-01470	CPI	Special Ed	MATLS	1,724.00
P18-01471	3 Chords, Inc Therapy Traveler s	Special Ed	SERV	104,256.00
P18-01472	Gustavo C Bravo	ED SERVICES	MATL/SUP Haydock	28,015.00
P18-01473	Lego Education	ED SERVICES	MATL/SUP FREMONT	10,601.09
P18-01474	EUR Cons & Development Inc	BUSINESS	BOND/SEABRIDGE	6,709.96
P18-01475	Bmi Systems Group	PURCHASING	matls	2,068.48
P18-01477	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,023.03
P18-01479	CN School & Office Sol, Inc Cu lver-Newlin	SAN MIGUEL	EQUIP (NEW FURNITURE- FRONT OFFICE)	9,501.05
P18-01480	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,333.38
P18-01481	Continuing Development Inc	ED SERVICES	SERV	108,259.00
P18-01482	School Specialty	Special Ed	MATLS (PRIVATE SCHOOLS)	2,195.32
P18-01483	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	1,555.91
P18-01484	San Francisco Marriott Marquis Hotel	Pupil Svcs	CONF	1,995.56
P18-01485	Office Depot Bus Ser Div	NFL	Mat/Sup	1,035.11
P18-01487	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	1,504.19
P18-01488	Amazon Com	RAMONA	Mat/Sup - Instruction	2,000.00
P18-01489	MCGRAW HILL EDUCATION, INC	ERC	Mat/Sup	1,973.51

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01490	Perma Bound Books	FRANK	BKS - INSTRUCTIONAL	1,621.85
P18-01491	MCGRAW HILL EDUCATION, INC	ERC	TextBk	3,173.91
P18-01492	MCGRAW HILL EDUCATION, INC	ERC	Matl/Sup	7,982.77
P18-01493	Amazon Com	ED SERVICES	Matl/Sup	2,000.00
P18-01494	Ventura Co Office Of Education	ED SERVICES	T1/SERV	66,514.00
P18-01495	The Math Learning Center	ED SERVICES	T1/SERV	4,600.00
P18-01496	Aspiranet dba/Mouse_California	ASES	SERV/ASES GRANT	42,390.00
P18-01498	Art Trek	ED SERVICES	SERV (ASP)	36,000.00
P18-01499	Art Trek	Pupil Srvs	T1/SERV	3,000.00
P18-01501	GOBULK.COM	SORIA	MATL/SUP (Instructional)	1,588.73
P18-01502	Living Justice Press	Pupil Srvs	MATL/SUP	1,649.93
P18-01503	Ron's Signs	SAN MIGUEL	MATL/SUPP (SIGNAGE)	1,101.65
P18-01505	Lakeshore Learning Materials-V	NFL	Matl/Sup	9,635.43
P18-01508	Casa Pacifica	Special Ed	SERV (AS051306)	44,254.40
P18-01509	Casa Pacifica	Special Ed	SERV (DM091308)	48,350.36
P18-01510	Casa Pacifica	Special Ed	SERV (JF081705)	44,254.40
P18-01511	Assistance League School	Special Ed	SERV (AG042413)	9,350.00
P18-01512	Assistance League School	Special Ed	SERV (AM082113)	9,350.00
P18-01513	Assistance League School	Special Ed	SERV (EV120612)	9,350.00
P18-01514	Assistance League School	Special Ed	SERV (AH082913)	9,350.00
P18-01515	Assistance League School	Special Ed	SERV (LS060314)	9,350.00
P18-01516	Ventura Pest Control	CNS	services	14,000.00
P18-01517	Jordanos Inc	CNS	supplies	6,465.00
P18-01519	MARRIOTT MISSION VALLEY	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL/Admin	1,144.06
P18-01523	Witherspoon Ent Inc DBA Port A Stor	CNS	rental	1,320.00
P18-01524	Gold Star Foods	CNS	rental	35,000.00
P18-01525	ENDTEST PRO PSYCHOLOGY INC	Special Ed	SERV	30,000.00
P18-01526	Ventura Co Office Of Education	Special Ed	SERV (OL083008)	28,248.00
P18-01527	Ventura Co Office Of Education	Special Ed	SERV (AA120506)	28,251.78
P18-01528	Ventura Co Office Of Education	Special Ed	SERV (GG111603)	46,324.04
P18-01529	Ventura Co Office Of Education	Special Ed	SERV (JS010805)	6,080.48
P18-01530	Ventura Co Office Of Education	Special Ed	SERV (RS052408)	22,980.90
P18-01531	Ventura Co Office Of Education	Special Ed	SERV (AD091102)	30,085.32
P18-01534	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,979.91
P18-01535	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P18-01540	Ventura Co Office Of Education	Special Ed	SERV (MG021504)	46,324.08
P18-01541	Ventura Co Office Of Education	Special Ed	SERV (VV030307)	6,259.52
P18-01548	World's Finest Chocolate, Inc	LEMONWOOD	MAT/SUPP (Instrictional)	1,560.00
P18-01550	BETTY JO FREEMAN	Special Ed	SERV	20,000.00
P18-01551	KAREN SCHNEE	Special Ed	SERV	30,000.00
P18-01552	CDW G	BREKKE	Computer equip- Admin	1,710.69
P18-01553	COUNTY OF VENTURA	CNS	services	1,120.60
P18-01554	Ventura Co Office Of Education	Special Ed	SERV (HEARING CONSERVATION-SPEC ED)	75,000.00
P18-01555	COUNTY OF VENTURA COUNTY HUMAN SVCS AGENCY	Pupil Srvs	MAA/SERV	101,647.00

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01557	NETWORK CRAZE TECHNOLOGIES INC	KAMALA	Materials & Supplies-Instruction	1,097.80
P18-01558	Peachjar, Inc	ED SERVICES	SERV	2,100.00
P18-01559	TONY'S COLLISION SERVICES, INC TONY'S BODY SHOP	FACILITIES	Repairs	2,000.00
P18-01560	California Lutheran University	KAMALA	Conference-Admin / Inst	3,500.00
P18-01562	Salsbury Industries	FACILITIES	Equipment	3,387.98
P18-01563	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,495.15
P18-01564	Renaissance Learning Inc	LEMONWOOD	SOFT/Online Subscriptions (Instructional)	1,620.00
P18-01567	Headsets Com Inc	NFL	Mat/Sup	1,572.72
P18-01569	Ventura Co Office Of Education	Pupil Svcs	SERV (HEARING CONSERVATION-PUP SVCS)	74,900.00
P18-01570	GREG A MARVEL DBA/ TRANSTRAKS	TRANSPORTATIO	SUBSCRIPTION	7,475.00
P18-01571	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	2,486.68
P18-01573	Costco Wholesale	MARSHALL	MATL/SUP – Parent Participation	1,000.00
P18-01578	Printech	LEMONWOOD	Mat/Suppl (instructional)	2,693.75
P18-01580	Key Data Systems	ED SERVICES	SERV	2,000.00
P18-01581	OREN R. BOXER, PhD A PSYCHOLOG ICAL CORPORATION	Special Ed	SERV	13,000.00
P18-01582	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	ED SERVICES	SERV (ASP)	75,000.00
P18-01583	Hillyard Inc	WAREHOUSE	Stores Supplies	5,180.13
P18-01586	San Joaquin County Of Ed	HR	Serv-	2,453.85
P18-01590	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH ENG SVCS - KINDER/FLEX PROJECTS	34,400.00
P18-01591	ATC GROUP SERVICES LLC	FACILITIES	BOND/BLDG/ENV SUPPORT SVCS/ROSE AVE RECON	19,995.00
P18-01599	Ardalan Construction Co Inc	FACILITIES	BOND FUNDS/BLDG/HARRINGTON ECDC PROJECT	1,952,000.00
P18-01604	DUARTE DESIGN INC	ED SERVICES	MSAP/SERVICE	100,000.00
P18-01606	Petroleum Telcom Inc DBA Telecom	RITCHEN	MATL/SUP-Instructional	1,551.60
P18-01608	Nature Gro Corporation	FACILITIES	Prof Services	3,000.00
P18-01609	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service	2,900.00
P18-01611	Calif Assn Of Latino Supt & Ad	ED SERVICES	MEMB	3,960.00
P18-01615	Varidesk, LLC	SORIA	MATL/SUP (Admin)	2,774.56
P18-01617	Easy Way Safety Services, Inc	TRANSPORTATIO	SUPPLIES	1,500.00
P18-01631	GC DEL MAR OPERATOR, LLC HILTON SAN DIEGO/DEL MAR	SUPERINTENDEN	CONF	3,336.75
P18-01637	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN	CONF	1,386.72
P18-01639	Calif Assn Of Latino Supt & Ad	ED SERVICES	CONF	9,450.00
P18-01643	The Padcaster, LLC	LEMONWOOD	MAT/SUPP (Instructional)	1,435.98
P18-01645	IXL LEARNING, INC	CURREN	serv- instructional	9,517.00
P18-01646	Brainpop Com LLC	HAYDOCK	LICENSE/INSTRUCTION	1,795.00
P18-01647	School Tech Supply	SAN MIGUEL	EQUIP (laptops)	11,016.36
P18-01651	Flocabulary LLC	HAYDOCK	LICENSE/INSTRUCTION	2,000.00
P18-01652	MobyMax, LLC	HAYDOCK	LICENSE/INSTRUCTION	1,295.00

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01654	Dell Direct Sales Lp	SAN MIGUEL	MATL/SUPP (Monitors)	3,378.41
P18-01655	CDW G	SAN MIGUEL	MATL/SUPP (Monitor Arms)	2,867.18
P18-01656	Apple Computer Inc	SAN MIGUEL	EQUIP (iPads)	12,305.05
P18-01661	Fairfield Inn & Suites Rancho Cordova	IT	CONF (QUE)	1,787.31
P18-01665	Pacific Northwest Publishing	Pupil Svcs	online subscription	8,813.00
P18-01668	Flocabulary LLC	FREMONT	License -INSTRUCTION	2,000.00
P18-01681	Leopaul A. Martinez Jr	CURREN	matl/sup - instructional	1,886.97
P18-01689	Printech	KAMALA	Materials & Supplies-Instructional	3,100.00
P18-01690	Ventura Co Office Of Education	Special Ed	SERV (PT)	31,294.55
P18-01691	Ventura Co Office Of Education	Special Ed	SERV (HEARING CONSERVATION)	43,010.00
P18-01693	Lakeshore Learning Materials-V	ED SERVICES	mtls	1,547.46
P18-01698	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	1,832.88
P18-01699	Learning Rights Law Center Client Trust Account	BUSINESS	SERV	22,500.00
P18-01700	Learning Rights Law Center Client Trust Account	BUSINESS	SERV	17,500.00
P18-01701	Learning Rights Law Center Client Trust Account	BUSINESS	SERV	26,000.00
P18-01702	Boomerang Project	ED SERVICES	MSAP CONF	11,750.00
P18-01703	Teacher's Curriculum Institute	ERC	Textbk	11,240.48
P18-01704	CLMS c/o CA League of Schools	Special Ed	CONF	2,085.00
P18-01705	MCGRAW HILL EDUCATION, INC	ERC	Matl/Sup	1,593.60
P18-01706	Schwabe Books	ED SERVICES	MATL/SUPL - Instructional	1,526.30
P18-01707	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	Special Ed	Materials (PHONES)	1,115.21
P18-01708	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - PARENT PARTICIPATION	1,000.00
P18-01709	Dovetail Learning Inc	ED SERVICES	INSTR/MATL/SERV	1,782.09
P18-01710	Bad Wolf Press	ED SERVICES	MATL	3,647.31
P18-01712	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,992.81
P18-01713	TRUDY ARRIAGA	ED SERVICES	SERV	14,400.00
P18-01714	MARRIOTT MISSION VALLEY	Special Ed	CONF (ACC)	1,614.84
P18-01715	Office Depot Bus Ser Div	ED SERVICES	MATL/SUPL	4,200.00
P18-01716	El Pollo Loco	ED SERVICES	MATL/SUPL	1,500.00
P18-01718	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,991.22
P18-01720	TRI-COUNTY OFFICE FURNITURE	Special Ed	MATLS	1,281.72
P18-01721	Evolving Solutions, LLC	IT	REPAIR (1:1)	13,602.00
P18-01728	Div Of The State Architect	FACILITIES	DSA Fees / McKinna	288,750.00
P18-01729	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P18-01730	School Health Corporation	WAREHOUSE	Stores Supplies	1,475.70
P18-01731	Veritiv Operating Company	WAREHOUSE	Stores Supplies	13,763.72
P18-01732	The Math Learning Center	ED SERVICES	MAT/SUPL - BOOKS - Instructional	25,905.00
P18-01733	Jordanos Inc	CNS	supplies	80,000.00
P18-01734	Driftwood Dairy Inc	CNS	supplies	65,000.00
P18-01735	Sams Club 6455	FREMONT	materials--PARENT	1,000.00
P18-01737	Smart And Final Iris Co	FREMONT	Materials and Supplies-Parent Participation	1,000.00
P18-01739	360 Degree Customer, Inc	Special Ed	SERV(MF)	5,440.00

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

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01740	Dell Direct Sales Lp	Special Ed	COMP EQUIPT/MATLS	15,827.43
P18-01741	Pearson	Special Ed	MATL/SUP	8,735.55
P18-01742	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	1,559.96
P18-01743	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	1,633.74
P18-01744	Amazon Com	ED SERVICES	MATL/SUP	5,000.00
P18-01746	Reliable Floor Covering Co	FACILITIES	Prof Service	1,433.08
P18-01747	Verso Learning, Inc	ED SERVICES	T1/SERV	14,400.00
P18-01749	CDW G	IT	MATL/SUP (1:1)	26,398.75
P18-01750	MCGRAW HILL EDUCATION, INC	ERC	Matl/Sup	3,544.09
P18-01752	Paradise Chevrolet	WAREHOUSE	Repairs	1,000.00
P18-01758	Manchester Grand Hyatt	MCAULIFFE	CONF-Instructional/Admin	5,922.77
P18-01761	Home 2 Suites by Hilton	ED SERVICES	CONF	1,508.50
P18-01763	Orchid Event Solutions, LLC	IT	CONF (CUE Palm Springs)	3,436.92
P18-01767	Miguel Mijares M & M Sports	ED SERVICES	MATL/SUPL	2,300.00
P18-01770	Printech	FRANK	MtIs/Sup - Instructional	3,555.75
P18-01783	Alpenspruce Ed Solutions, Inc	IT	SERV (Licenses Alludo)	59,300.00
P18-01784	Lesson Planet	IT	SERV (Licenses Lesson Plant)	95,000.00
P18-01785	Dell Direct Sales Lp	Special Ed	Matls	2,552.69
P18-01786	ACSA	Special Ed	CONF(ECC)	1,125.00
P18-01787	Jontronics	LEMONWOOD	NON-CAP EQUIP (Instructional)	6,138.52
P18-01793	MobyMax, LLC	LEMONWOOD	online license (Instructional)	1,295.00
P18-01794	Petroleum Telcom Inc DBA Telecom	MCKINNA	matl/sup-instructional	1,155.81
P18-01795	School Tech Supply	ROSE	NON-CAPITALIZED EQUIP - INSTRUCTIONAL	1,050.56
P18-01796	Scholastic Inc	BREKKE	Matl/Supl Instruct	3,671.85
P18-01798	Scholastic Classroom Magazines	MCKINNA	Materials & Supplies-Instructional	2,478.25
P18-01799	TRI-COUNTY OFFICE FURNITURE	RISK MGMT	Equip	3,639.29
P18-01807	Blackboard Inc	ED SERVICES	T1/SERV	77,660.80
P18-01816	2 B Mobile	Special Ed	SERV/ MATLS (C. MARTINEZ)	3,144.66
P18-01817	Childrens Therapy Network	Special Ed	SERV	60,000.00
P18-01823	FM Architecture Inc	FACILITIES	BOND/BLDG (ARCH SVCS FOR KDG FLEX PROJ)	280,000.00
P18-01825	California Lutheran University	FREMONT	CONF-instruction	3,600.00
P18-01827	The Math Learning Center	ED SERVICES	MAT/SUPL - BOOKS - Instructional	3,811.51
P18-01828	Jordanos Inc	CNS	equipment	7,565.67
P18-01830	ACSA	CURREN	travel- instructional/admin	1,650.00
P18-01831	ANAHEIM MARRIOTT	ROSE	TRAVEL & CONF. ADMIN/COUNSELOR/PSYCH./SPEECH PATH.	1,843.20
P18-01832	Tech-Wall Of Ventura Inc	FACILITIES	Prof Services	3,380.00
P18-01835	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	15,500.00
P18-01836	Law Offices of Andrea Marcus	BUSINESS	SERV-attorney fees	25,000.00
P18-01837	ACSA	ROSE	TRAVEL & CONF. ADMIN/COUNSELOR/PSYCH/SPEECH PATH	1,700.00
P18-01838	ANAHEIM MARRIOTT	Special Ed	CONF(ECC- ACCOMODATIONS)	1,612.80
P18-01840	Rifton Equipment	Special Ed	Equip (E. Ramos)	1,516.81
P18-01842	Kognito Solutions LLC	Pupil Srvs	SERV	7,875.00

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

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/07/2017 - 10/03/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-01844	Matt Oppenheimer Tutorific!	Special Ed	SERV	1,759.50
P18-01845	Matt Oppenheimer Tutorific!	Special Ed	SERV	30,000.00
P18-01847	JENNIFER A. BLOK	ROSE	SERV	7,300.00
P18-01852	Rodney Allen Spicer dba/ Gold Coast K9	Pupil Srvs	MAA/SERV	24,000.00
P18-01853	CSU Channel Islands	FRANK	MSAP/SERV	15,000.00
P18-01854	Mariana Peirano Royuela Peiran o Art Studio	SORIA	SERV	10,800.00
P18-01857	School Tech Supply	RISK MGMT	Equipment	1,604.63
P18-01862	TLC, PLUS	Special Ed	SVCS/SPEC ED (NC072504)	37,488.00
P18-01863	TLC, PLUS	Special Ed	SVCS/SPEC ED (JG052605)	39,993.00
P18-01864	MNS ENGINEERS INC.	FACILITIES	BOND/SITE/TOPO SURVEY SVCS/KDG FLEX PROJECTS	39,835.00
P18-01878	Jordanos Inc	CNS	equipment	4,340.04
P18-01880	Contract Paper Group, Inc	PURCHASING	STORES	18,048.13
P18-01884	BEHAVIOR INSIGHTS INC	Special Ed	SERV	100,000.00
P18-01886	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	37,462.68
P18-01887	CONSCIOUS TEACHING LLC	Pupil Srvs	MATL/SUP	1,548.37
P18-01888	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,548.68
P18-01889	Monterey Peninsula College	ED SERVICES	MATL/SUP FRANK	16,809.00
P18-01901	Perma Bound Books	MARSHALL	BKS - Instruction	1,491.46
P18-01902	Perma Bound Books	MARSHALL	BKS - Instruction	1,924.51
Total Number of POs			224	Total 14,846,289.95

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	194	2,686,511.62
120	CHILD DEVELOPMENT FUND	3	4,333.82
130	CAFETERIA FUND	16	348,829.78
213	BOND FUND MEASURE R 2012	3	11,098,556.79
214	BOND FUND MEASURE D 2016	6	694,580.00
251	DEVELOPER FEES	3	13,477.94
Total Fiscal Year 2018			14,846,289.95
Total			14,846,289.95

*** 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 09/07/2017 - 10/03/2017 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-05421	30,956,887.88	213-6270	BOND FUND MEASURE R 2012/MAIN BUILDING CONTRA	34,115.75
P17-05083	178,375.50	010-5649	GENERAL FUND/MISCELLANEOUS REPAIR	5,000.00
P17-05292	40,900.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	4,900.00
P18-00374	5,616.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,999.75
P18-00443	35,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	29,612.50
P18-00507	5,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P18-00527	2,540.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	2,001.25
P18-00714	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00719	10,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	4,000.00
P18-00941	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P18-00986	12,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,250.00
P18-01065	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-01231	4,369.23	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,450.00
			Total PO Changes	99,829.25

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

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 18, 2017

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 _____

CERTIFICATION OF SIGNATURES (Penanhoat)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc... A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIAL

Attached: Oxnard School District Certification of Signatures (3 pages)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Cesar Morales, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of October 19, 2017 through December 31, 2017.

Date of Board Action: October 18, 2017 Signature: _____
Dr. Cesar Morales,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____
Debra M. Cordes, Clerk
of the Board of Trustees

Signature: _____
Monica Madrigal Lopez, Member
of the Board of Trustees

Signature: _____
Ernest Morrison, President
of the Board of Trustees

Signature: _____
Denis O'Leary, Member
of the Board of Trustees

Signature: _____
Veronica Robles-Solis, Member
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: _____

Dr. Cesar Morales

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature to PL874 Application, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: _____

Dr. Jesus Vaca

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Janet Penanhoat

Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature for PL874 Application and Warrant Orders.

Page Three

Signature: _____

Robin I. Freeman

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

VACANT

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: _____

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **October 18, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the 2017-18 Quarterly Report on Williams Uniform Complaints, First Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district, during the first quarter.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-18 Quarterly Report on Williams Uniform Complaint: first quarter, as presented.

ADDITIONAL MATERIAL:

2017-18 Quarterly Report on Williams Uniform Complaints, First Quarter (1 page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2017-18

District: Oxnard School District

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **October 2017 (7/1/17 – 9/30/17)**

Date for information to be reported publicly at governing board meeting: **October 18, 2017**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Peter Rogosin**

Date of Meeting: **October 18, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Rogosin)

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 and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

Attached: Classified Personnel Actions (one page)
Certificated Personnel Actions (one page)

CLASSIFIED PERSONNEL ACTIONS

New Hire

Alhabash, Suha	Paraeducator III, Position #8473 Special Education 5.75 hrs./183 days	09/25/2017
Austin, Letitia	Public Information Officer, Position #8500 District Office 8.0 hrs./246 days	10/09/2017
Rogosin, Peter	Interim Director Classified Human Resources, Position #121 Classified Human Resources 8.0 hrs./246 days	09/29/2017

Limited Term

Ayala, Fernando	Paraeducator	09/29/2017
Castaneda, Crystal	Paraeducator	09/20/2017
Garcia, Nancy	Paraeducator	09/22/2017
Gomez-Romero, Brenda	Paraeducator	09/14/2017
Lemus Maldonado, Maria	Outreach Specialist	10/02/2017
Morales, Alejandra	Paraeducator	09/20/2017
Ojeda, Yolanda	Paraeducator	09/29/2017
Wellwood, Caitlin	Paraeducator	10/02/2017

Released during probation

9762	Paraeducator II, Position #2952 Special Education 5.75 hrs./183 days	09/22/2017
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Resignation

Covarrubias, Gustavo	Office Assistant III, Position #1875 Educational Services 8.0 hrs./246 days	10/13/2017
Lemus Maldonado, Maria	Outreach Specialist, Position #2688 Marshall 8.0 hrs./180 days	09/29/2017
Ponder, Sean M.	Paraeducator III, Position #8038 Special Education 5.75 hrs./183 days	10/20/2017
Quinn, Emily	Paraeducator III, Position #7850 Special Education 5.75 hrs./183 days	10/11/2017
Wojcik, Stephen	Information Systems Data Technician, Position #7472 Information Technology 8.0 hrs./246 days	10/03/2017

Retirement

Guapo, Sylvia	Paraeducator II, Position #2113 Special Education 5.75 hrs./183 days	12/15/1999-10/31/2017
White, Charles	Lead Custodian, Position #1452 Ramona 8.0 hrs./246 days	11/01/1996-10/08/2017

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

Beeh, Tara	RSP Teacher	October 02, 2017
Komaraju, Avanija	Speech Language Pathologist	October 9, 2017
Lawson, Talia	Substitute Teacher	2017/2018 School Year
Montgomery, Noelle	Substitute Teacher	2017/2018 School Year
Swartz, Eric	Substitute Teacher	2017/2018 School Year

Intervention Services
Provider (less than 20
hours per week not to
exceed 75% or 135 days a
year

Hatch, Liza	Ritchen	September 25, 2017
Huynh, Jennifer	McAuliffe	September 25, 2017
LaPata, Teresa	Soria	September 27, 2017
McHenry, Candice	McAuliffe	September 25, 2017
Miyamoto, Karen	Marian west	October 3, 2017
Stevenson, Sandra	Brekke	October 1, 2017

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 18, 2017

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 _____

CONSIDERATION AND APPROVAL OF RESOLUTION # 17-13 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR THE MCKINNA RECONSTRUCTION PROJECT OF THE MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM AND AUTHORIZING 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)

At the March 15, 2017 Board meeting, the Board of Trustees approved Agreement #16-249 approving an architectural services contract between Dougherty Architects and the District for the McKinna Reconstruction Project (hereafter "Project").

The selection of Dougherty Architects followed a competitive proposal process and a project planning study that included an analysis of options to accommodate the reconstruction of the McKinna site as contemplated in the District's Master Construct and Implementation Program.

The Project includes the construction of a new school on the existing 9.5-acre site followed by the demolition of the existing school. Construction will include a new 31-classroom school building as well as associated library, administrative space, and multi-purpose room on the site's existing playfields. All facilities have been designed to enable 21st century methods of teaching and learning. Once complete, school operations would be transferred to the new facilities and the existing facilities would be demolished. New playfields would be constructed at the location of the former structures. Based on State loading standards, the project may accommodate approximately 725 students in grades K through 5 per revised specifications adopted by the Board in June 2017.

Architectural design work was launched immediately following Board approval, and has been guided through production of schematic drawings, design development, and construction documents. Dougherty Architects 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 have reviewed the plans and recommend Board approval.

The attached resolution reflects the intent and desire of the Board of Trustees of the Oxnard School District to submit the final architectural drawings and specifications produced by Dougherty Architects for the McKinna Reconstruction 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 Dougherty Architect's final architectural drawings.

The McKinna Reconstruction Project is being funded from the Master Construct and Implementation Program funds.

RECOMMENDATION

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 McKinna Reconstruction Project and further direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval.

ADDITIONAL MATERIAL

Attached: Resolution No. 17-13 Approving the Final Architectural Drawings for the McKinna Reconstruction Project and Authorizing the District to Submit the Drawings to the Division of the State Architect for Review (2 pages)

RESOLUTION NO. 17-13

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR THE MCKINNA RECONSTRUCTION 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 #16-249 authorizing an architectural services contract between Dougherty Architects and the District for the McKinna Reconstruction Project; and

WHEREAS, Dougherty Architects has delivered a final set of architectural drawings for the McKinna Reconstruction Project in accordance with its obligations under Contract #16-249; 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 McKinna Reconstruction 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 Dougherty Architects for the McKinna Reconstruction 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 October 18, 2017:

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, _____, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 18th day of October, 2017, and that it was so adopted by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Clerk, Governing Board
Oxnard School District



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-7-16

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