

# 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 Penanhoat**  
Interim Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Ms. Robin I. Freeman**  
Assistant Superintendent,  
Educational Services

**AGENDA #3**  
**REGULAR BOARD MEETING**  
**Wednesday, September 6, 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](http://www.oxnardsd.org)

OPIE TV – Channel 20 &  
Verizon FIOS - Channel 37

September 6, 2017



**Vision:**

Empowering All Children to Achieve Excellence

**Mission:**

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



**Visión:**

Capacitar a cada alumno para que logre la excelencia académica

**Misión:**

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

## Section A PRELIMINARY

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

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

#### **ROLL CALL:**

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

### A.2 Pledge of Allegiance to the Flag

Mr. Derek Olson, Principal at Chavez School, will introduce Idaly Banderas, 8<sup>th</sup> grader in Mr. Thomas Gonzalez’ 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 Fher Ayala, 6<sup>th</sup> grader in Ms. Laurie Seiler and Ms. Heidi Johnson’s class. Then will be read in Spanish by Genesis Salazar, 7<sup>th</sup> grader in Mr. German Figueroa’s class both students at Chavez School.

### A.4 Adoption of Agenda (Superintendent)

Moved:  
Seconded:  
Vote:

#### **ROLL CALL VOTE:**

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

### A.5 Study Session – State Aid Presentation by CFW (Morales/Fateh/CFW)

The Board of Trustees will receive a presentation regarding a status update on the State Aid Program and the District’s eligible projects.

### A.6 Study Session – Oxnard School District Teacher Pathway Program (Vaca)

The Board of Trustees will receive a presentation about the Oxnard School District Teacher Pathway Program (OSDTPP). OSDTPP’s goal is to recruit and support classified staff to become exemplary credentialed teachers in the Oxnard School District.

### A.7 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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

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

## Section A PRELIMINARY

(continued)

### A.7 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: 3 cases
    - Office of Administrative Services Case No. OAH 2016091112
    - Office of Administrative Services Case No. OAH 2016100074
    - Office of Administrative Services Case No. OAH 2017010078
    - 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. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
  - Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP  
Association(s): OEA, OSSA, CSEA;  
and All Unrepresented Personnel – Administrators, Classified Management, Confidential
  
4. Pursuant to Section 54956.8 of the *Government Code*:
  - Conference with Real Property Negotiators (for acquisition of new school site):  
Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue  
  
Agency  
Negotiators: Superintendent/Interim 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.
  
5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
  - Public Employee(s): Discipline/Dismissal/Release Vaca

### A.8 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.9 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.

**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 Soria School PTA a donation of tables for the student nutrition area, valued at over \$5,000.00.

#### C.2 Agreements

It is recommended that the Board approve the following agreements:

Dept/School

##### **Academic:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <ul style="list-style-type: none"> <li>▪ #17-123 The Math Learning Center to provide a professional development workshop “Number Corner Getting Started Gr. K-5” to DLI staff on September 18-19, 2017, amount not to exceed \$4,600.00, to be paid from Title 1 Funds.</li> </ul>                                                                                                                                                                                                                                                                                                             | Freeman/<br>DeGenna |
| <ul style="list-style-type: none"> <li>▪ #17-124 Ventura County Office of Education, Early Childhood Education Programs Department to provide training to Oxnard School District staff. The purpose is to guide classroom instruction and support staff in the implementation of practical instructional strategies, grounded in the CA Early Learning and Development System using the tools of the CA Quality Rating Improvement System to support best practices, from September 7, 2017 through June 30, 2018, amount not to exceed \$66,514.00, to be paid from Title I Funds.</li> </ul> | Freeman/<br>Thomas  |
| <ul style="list-style-type: none"> <li>▪ #17-134 Mouse California to provide an online technology club curriculum and professional development for the after school staff implementing the program with participating students at all 20 schools in the Oxnard School District, from September 7, 2017 through June 30, 2018, amount not to exceed \$42,390.00, to be paid from ASES Grant Funds.</li> </ul>                                                                                                                                                                                   | Freeman/<br>Thomas  |

##### **Enrichment:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <ul style="list-style-type: none"> <li>▪ #17-135 Art Trek Inc. to provide lessons and activities during after school hours for students attending the K-8 schools, and the three (3) middle schools during the 2017-18 school year, amount not to exceed \$36,000.00, to be paid from Unrestricted General Funds.</li> </ul>                                                                                                                                                                                                                                           | Freeman/<br>Thomas |
| <ul style="list-style-type: none"> <li>▪ #17-136 Mad Science of Los Angeles will offer enrichment activities for students at schools in the Oxnard School District. Mad Science of Los Angeles offers hands-on activities that help students understand and retain the science standards they are expected to learn for the statewide testing, amount not to exceed \$75,000.00, to be paid from Unrestricted General Funds (Additional classes may be added and will be charged at a rate not to exceed \$375 per workshop completed at each school site).</li> </ul> | Freeman/<br>Thomas |

**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

**Enrichment (continued):**

- #17-138 Art Trek Inc. to provide art activities for the children of parents attending Oxnard School District's Strengthening Our Families event on September 23, 2017. Art Trek Inc. will provide activities within visual arts and dance that are correlated to the event's theme of wellness. Art Trek Inc. will also provide parent workshops to provide information on "hands on" activities to families regarding the therapeutic value of the arts, amount not to exceed \$3,000.00, to be paid from Title 1 Funds. Freeman/  
Ridge
- #17-143 Mariana Peirano Royuela "An Artist I Know" is an art appreciation program intended to acquaint elementary students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project; amount not to exceed \$10,800.00, to be paid with Donation Funds. Freeman/  
Fox

**Special Education:**

- #17-142 Dr. Oren Boxer, Ph.D., Clinical Neuropsychologist, to provide Independent Education Evaluator Services to the Special Education Department during the 2017-18 academic year to provide complete neuropsychological assessments to include consultation and intake, record review, school observation, assessment, written report, debrief session, and participation in Individualized Education Plan (IEP) meetings if requested; amount not to exceed \$13,000.00, to be paid from Special Education Funds. Freeman/  
Sugden

**C.3 Ratification of Agreements**

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

**Special Education:**

- #17-35 Casa Pacifica School requesting ratification for Non-Public School (NPS) services for Student AS051306, for the 2017-18 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement, amount not to exceed \$44,254.40, to be paid from Special Education Funds. Freeman/  
Sugden
- #17-36 Casa Pacifica School requesting ratification for Non-Public School (NPS) services for Student DM091308, for the 2017-18 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement, amount not to exceed \$48,350.36, to be paid from Special Education Funds. Freeman/  
Sugden
- #17-37 Casa Pacifica School requesting ratification for Non-Public School (NPS) services for Student JF081705, for the 2017-18 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement, amount not to exceed \$44,254.40, to be paid from Special Education Funds. 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 (continued):**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <ul style="list-style-type: none"> <li>▪ #17-105 Assistance League, Non-Public School, NPS requesting approval for ratification for Non-Public School (NPS) services for Students: AG042413, AM082113, EV120612, AH082913, LS060314, for the 2017-18 school year, 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, amount not to exceed \$46,750.00, to be paid from Special Education Funds.</li> </ul> | Freeman/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #17-110 Teaching Learning Creating, Plus (TLC+), requesting approval for ratification of Non-Public School (NPS) services for student NC072504, for the 2017-18 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement, amount not to exceed \$37,488.00, to be paid from Special Education Funds.</li> </ul>                                             | Freeman/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #17-111 Teaching Learning Creating, Plus (TLC+), requesting approval for ratification of Non-Public School (NPS) services for student JG052605, for the 2017-18 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement, amount not to exceed \$39,993.00, to be paid from Special Education Funds.</li> </ul>                                             | Freeman/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #17-120 Endtest Pro Psychology Inc., requesting approval for Mandy Stern, Ed.M., Licensed Educational Psychologist with Endtest Pro Psychology Inc., to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-18 school year to complete psychoeducational evaluations on due process claims, amount not to exceed \$30,000.00, to be paid from Special Education Funds.</li> </ul>                                                                                   | Freeman/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #17-121 Behavior Insights Inc. to provide consultant services to include behavior intervention and programming; behavior analysis; train, support, and expand current behavior specialist; and assist in required BCBA duties; for the Oxnard School District, Special Education Services, during the 2017-18 academic school year, amount not to exceed \$100,000.00, to be paid from Special Education Funds.</li> </ul>                                                                                                    | Freeman/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #17-122 MyTherapyCompany, LLC to provide supplemental staffing including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis, amount not to exceed \$30,000.00, to be paid from Special Education Funds.</li> </ul>                                                                                                                                                                                     | Freeman/<br>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 (continued):**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <ul style="list-style-type: none"> <li>▪ #17-125 Ventura County Office of Education, Special Circumstances Paraeducator Services (SCP), requesting approval to ratify the service agreements with Ventura County Office of Education (VCOE) for the 2017-18 school year, to provide exceptional services to special education students: OL083008, AA120506, GG111603, JS010805, RS052408, AD091102, MG021504, and VV030307, that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, amount not to exceed \$214,554.12, to be paid from Special Education Funds.</li> </ul>                                                                                                                                                                                  | <p>Freeman/<br/>Sugden</p> |
| <ul style="list-style-type: none"> <li>▪ #17-128 B.J. Freeman, Ph.D., to provide Independent Education Evaluator Services to the Special Education Department during the 2017-18 academic school year. The consultant will provide complete evaluations including diagnostic assessment, cognitive measures, review of records and previous assessments, contact with school providers and written reports for children with autism; amount not to exceed \$20,000.00, to be paid with Special Education Funds.</li> </ul>                                                                                                                                                                                                                                                                                    | <p>Freeman/<br/>Sugden</p> |
| <ul style="list-style-type: none"> <li>▪ #17-130 Carren J. Stika, Ph.D., requesting approval for ratification for Carren J. Stika, Ph.D., Licensed Clinical Psychologist, to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-18 academic school year. The consultant will provide a complete psychoeducational evaluation as well as "attend" regular IEP's via phone on due process claims, amount not to exceed \$24,000.00, to be paid from Special Education Funds.</li> </ul>                                                                                                                                                                                                                                                              | <p>Freeman/<br/>Sugden</p> |
| <ul style="list-style-type: none"> <li>▪ #17-131 Karen Schnee to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-18 academic school year to complete evaluations; amount not to exceed \$30,000.00, to be paid with Special Education Funds.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Freeman/<br/>Sugden</p> |
| <ul style="list-style-type: none"> <li>▪ #17-132 Children's Therapy Network Inc. to provide supplemental staffing to the Oxnard School District on an "as needed" basis. Children's Therapy Network Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers. Children's Therapy Network will provide the following supplemental staffing/services upon request: Speech Language Therapist, Physical Therapist, Occupational Therapist, Recreational Services Licensed Assistant, and Evaluations/Assessments; amount not to exceed \$60,000.00, to be paid with Special Education Funds.</li> </ul> | <p>Freeman/<br/>Sugden</p> |
| <ul style="list-style-type: none"> <li>▪ #17-137 Dr. David Gilbertson, Ph.D., Licensed Educational Psychologist, to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-18 academic school year to complete comprehensive independent educational evaluations; amount not to exceed \$33,000.00, to be paid with Special Education Funds.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                | <p>Freeman/<br/>Sugden</p> |

**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 (continued):**

- #17-140 VCOE Hearing Conservation & Audiology Services through coordination with district nursing staff, to conduct hearing screenings for Oxnard School District Special Education students for the 2017-2018 school year. Hearing screening are mandated in grades K, 2, 5, and 8. VCOE Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services; amount not to exceed \$75,000.00, to be paid with Special Education Funds.

Freeman/  
Sugden
- #17-141 Hollywood Vision Center Optometry, Inc. to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-18 academic school year to complete vision evaluations; amount not to exceed \$20,000.00, to be paid with Special Education Funds.

Freeman/  
Sugden

#### **Support Services:**

- #17-126 County of Ventura approval to ratify agreement to provide social workers which have been placed in communities identified by the County of Ventura census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district; amount not to exceed \$101,647.00, to be paid with MAA Funds.

Freeman/  
Ridge
- #17-127 VCOE Hearing Conservation & Audiology Services through coordination with district nursing staff, to conduct hearing screenings for Oxnard School District students for the 2017-2018 school year. Hearing screening are mandated in grades K, 2, 5, and 8. VCOE Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services; amount not to exceed \$74,900.00, to be paid with General Funds.

Freeman/  
Ridge
- #17-129 County of Ventura/Ventura County Behavioral Health approval to ratify agreement/MOU to maintain a provision of services relationship between the County of Ventura/Ventura County Behavioral Health (VCBH) and Oxnard School District (OSD). VCBH will work in partnership with OSD to provide community outreach at targeted school sites. VCBH will offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services. VCBH will work in concert with school site staff to ensure proper delivery of VCBH services to OSD families.

Freeman/  
Ridge
- #17-133 Key Data Systems to provide CELDT Pre-ID services to include data cleaning, data validation, and proofing and file submission to CELDT portal for the 2017-2018 school year; amount not to exceed \$2,000.00, to be paid with General Funds.

Freeman

#### ***C.4 Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2017-2018***

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board approve setting the date of October 4, 2017 for Public Hearing to determine sufficient textbooks or instructional materials. This Public Hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State Law, Notice of Public Hearing will be posted from September 7, 2017.

Dept/School  
Freeman/  
Curtis

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

**Section C**  
**CONSENT AGENDA**  
(continued)

***C.5 Approval to Attend the Overnight 2017 Friday Night Live YOUTH SUMMIT***

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services, that the Board approve this item as outlined. Fiscal Impact: None – Cost of meals, travel and lodging will be covered by Ventura County Office of Education – Friday Night Live (FNL) Grant.	Dept/School Freeman/ Ridge
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------

***C.6 Approval of Work Authorization Letter (WAL) #7 to MNS Engineers to provide Topographical Survey Services for the four Kindergarten/Flex Facilities Projects for the McAuliffe, Ritche, Brekke and Ramona Elementary Schools***

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter (WAL) #7 to Master Agreement #13-126 with MNS Engineers Inc. MNS Engineers is being tasked with providing Topographical Survey Services for the Kindergarten/Flex Facilities Projects at McAuliffe, Ritche, Brekke and Ramona Elementary Schools; for a lump sum fixed fee of \$39,835.00; to be paid out of the Master Construct and Implementation Funds.	Dept/School Morales/ Fateh/ CFW
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------

***C.7 Approval of Work Authorization Letter (WAL) #9 to Earth Systems Southern California to provide Geotechnical Engineering Services for the four Kinder/Flex Facilities Projects***

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #9 for Master Agreement #13-122 with Earth Systems. Earth Systems is being tasked with providing Geotechnical Engineering Services and to produce a geotechnical report for the four sites; for a lump sum fixed fee of \$34,400.00; to be paid out of the Master Construct and Implementation Funds.	Dept/School Morales/ Fateh/ CFW
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------

***C.8 Approval of Work Authorization Letter (WAL) #12 to ATC Group Services LLC to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project***

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #12 for Master Agreement #13-135 with ATC Group Services LLC. ATC Group Services LLC is being tasked with providing Environmental Support Services and to produce a Hazardous Materials Survey for demolition purposes for a lump sum fixed fee of \$19,995.00; to be paid out of the Master Construct and Implementation Funds.	Dept/School Morales/ Fateh/ CFW
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------

***C.9 Ratification to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2017/2018***

It is the recommendation of the Director of Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify the utilization of piggyback bids for purchasing products and services, as presented. Fiscal Impact: Any fees incurred will be charged to end user's budget.	Dept/School Penanhoat/ Franz
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------

**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.10 Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the Brekke Kindergarten Flex Classroom Project***

<p>The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at Brekke Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District. No fiscal impact – informational only.</p>	<p>Dept/School Morales/ Fateh/ CFW</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------

### ***C.11 Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the McAuliffe Kindergarten Flex Classroom Project***

<p>The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at McAuliffe Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District. No fiscal impact – informational only.</p>	<p>Dept/School Morales/ Fateh/ CFW</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------

### ***C.12 Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the Ramona Kindergarten Flex Classroom Project***

<p>The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at Ramona Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District. No fiscal impact – informational only.</p>	<p>Dept/School Morales/ Fateh/ CFW</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------

### ***C.13 Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the Ritchen Kindergarten Flex Classroom Project***

<p>The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at Ritchen Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District. No fiscal impact – informational only.</p>	<p>Dept/School Morales/ Fateh/ CFW</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------

### ***C.14 Establish/Abolish/Increase/Reduce Hours of Position***

<p>It is recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment, increase, and reduction of positions, as presented.</p>	<p>Dept/School Koch</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

### ***C.15 Personnel Actions***

<p>It is recommendation of the Assistant Superintendent, Human Resources &amp; Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the personnel actions, as submitted.</p>	<p>Dept/School Vaca/ Koch</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------

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

## Section D ACTION ITEMS

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

### ***D.1 Rejection of Bid Protest, Award of Formal Bid #17-01 and Approval of Agreement #17-139 for Harrington Early Child Development Center (Morales/Fateh/CFW)***

Formal bids were solicited for Bid #17-01, Harrington Early Child Development Center, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Tuesday, August 15, 2017. The bid summary is attached.

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

The District received a Bid Protest dated August 21, 2017 from The Nazerian Group (Nazerian) in connection with the bid submitted by Ardalan Construction Company Inc. (Ardalan). The basis for The Nazerian Group's Bid Protest is that Nazerian claims that the bid of Ardalan was non-responsive.

It is the recommendation of the Superintendent, and the Director of Facilities, that the Board of Trustees (1) reject the Bid Protest submitted by The Nazerian Group; and (2) award Bid #17-01 Harrington Early Child Development Center, in the total amount of \$1,952,000.00, and enter into Agreement #17-139 with Ardalan Construction Company Inc.

#### **ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O'Leary \_\_, Cordes \_\_, Morrison \_\_**

### ***D.2 Reimbursement for Teacher Substitute at Rio School District (Penanhoat)***

Board of Trustees member Denis O'Leary, a classroom teacher at Rio Elementary School District, attended the Indigenous Knowledge Conference at Oxnard College on May 26, 2017. A teacher substitute fulfilled Mr. O'Leary's teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$132.74.

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

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

#### **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 D ACTION ITEMS

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

### ***D.3 Approval of the Variable Term Waiver for Bilingual Authorization for Lidia Mendoza (Vaca)***

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the Variable Term Waiver, as described under Education Code 44253.3, for Lidia Mendoza to serve as a Transitional Bilingual Education (“TBE”), second grade, bilingual teacher at Rose Avenue Elementary School for the 2017-18 school year beginning August 18, 2017, while she takes and passes the Spanish California Teacher of English Learners (CTEL) exams to obtain bilingual authorization.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Lidia Mendoza, as presented.

#### **ROLL CALL VOTE:**

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

### ***D.4 Approval of the Variable Term Waiver for Bilingual Authorization for Samantha Johnson (Vaca)***

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the Variable Term Waiver, as described under Education Code 44253.3, for Samantha Johnson to serve as a Transitional Bilingual Education (“TBE”), bilingual teacher at Marina West Avenue Elementary School for the 2017-18 school year beginning August 21, 2017, while she takes and passes the Spanish California Teacher of English Learners (CTEL) exams to obtain bilingual authorization.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Samantha Johnson, as presented.

#### **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 D ACTION ITEMS

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

### ***D.5 Approval of the Variable Term Waiver for Bilingual Authorization for Yocelin Valencia*** *(Vaca)*

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the Variable Term Waiver, as described under Education Code 44253.3, for Yocelin Valencia to serve as a Transitional Bilingual Education (“TBE”), second grade, bilingual teacher at Rose Avenue Elementary School for the 2017-18 school year beginning August 14, 2017, while she takes and passes the Spanish California Teacher of English Learners (CTEL) exams to obtain bilingual authorization.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Yocelin Valencia, as presented.

#### **ROLL CALL VOTE:**

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

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



**Section E**  
**APPROVAL OF MINUTES**

**No minutes will be approved at this meeting.**

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

**Section F**  
**BOARD POLICIES**

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

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

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

Revision BP 0460	Philosophy, Goals, Objectives, and Comprehensive Plans LOCAL CONTROL AND ACCOUNTABILITY PLAN	Freeman
Revision BP/AR 1330	Community Relations USE OF SCHOOL FACILITIES	Penanhoat

***F.2 Second Reading of Board Policies, Regulations and Bylaws***

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

Revision BP & AR 3513.3	Business and Non-instructional Operations TOBACCO-FREE SCHOOLS	Penanhoat
----------------------------	-------------------------------------------------------------------	-----------

**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 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**

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales/David Fateh

Date of Meeting: 09/06/17

- 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
  - Facilities
- SECTION D: ACTION  \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading  \_\_\_\_\_ 2<sup>nd</sup> Reading  \_\_\_\_\_

**STATE AID PRESENTATION BY CFW (Morales/Fateh/CFW)**

The purpose of this item is to provide the Board with a presentation regarding a status update on the State Aid program and the District's eligible projects.

**FISCAL IMPACT**

None – information only.

**RECOMMENDATION**

It is the recommendation of the Superintendent and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees receive a presentation regarding a status update on the State Aid program and the District's eligible projects.

**ADDITIONAL MATERIAL**

None.



# Oxnard School District

## State Aid Update

Board Presentation

September 6, 2017

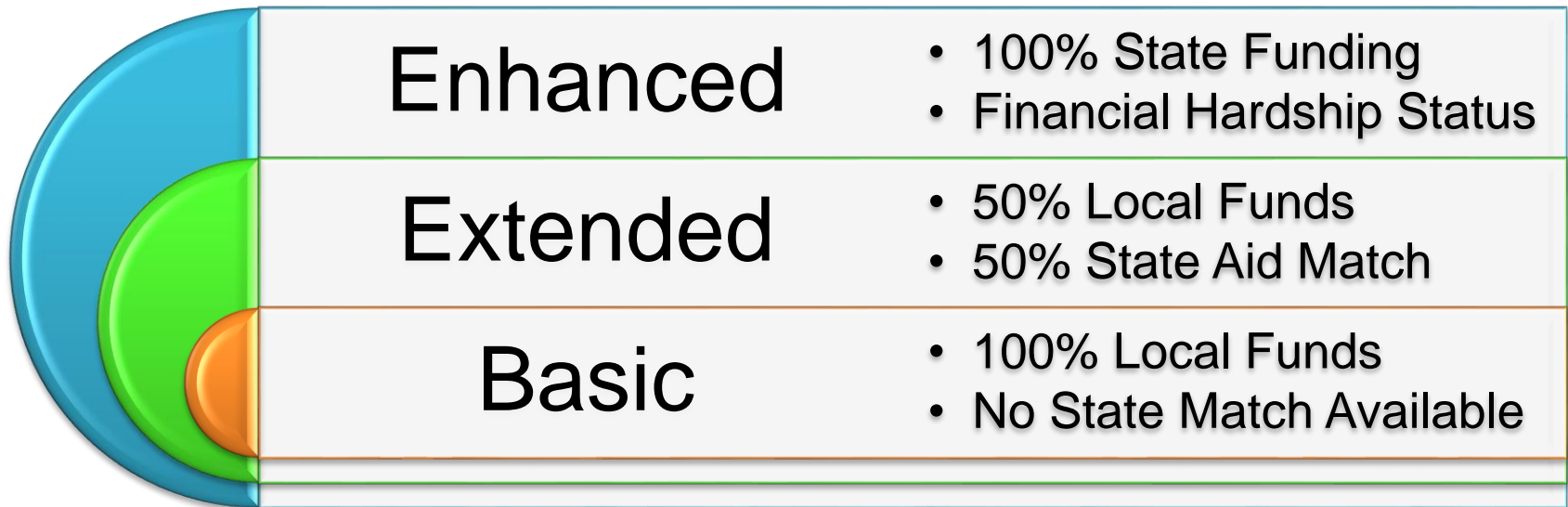


Caldwell Flores Winters, Inc.  
Facilities Planning, Public Finance, Program Administration

The logo for Caldwell Flores Winters, Inc. consists of the letters "CFW" in a large, yellow, serif font.

# Master Construct Program

- The Oxnard School District adopted the integrated Master Construct and Implementation Program (the “Program”) in January 2017, establishing a budget and schedule for school improvements over time
- The Program leverages local capital funds as a match to garner grants from the State’s School Facilities Program (SFP, or “State Aid”)
- Implementation of the Program may be adjusted based on three potential levels of State Aid contribution:



# School Facility Program Grants

- New Construction Grant Program (Requires 50% local District match)
  - Intended to fund land acquisition, design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings
  - Eligibility is calculated District-wide by the gap between projected enrollment and existing classroom capacity to house students in permanent facilities
- Modernization (Requires 40% local District match)
  - A District is eligible for grants when students are housed in permanent buildings at least 25 years old and portable classrooms of at least 20 years since placed in service or last modernized with State funds
  - Eligibility is calculated on a site by site basis from the number of eligible permanent and portable classrooms; students enrolled in those facilities are based on State loading standards

# Submitted Funding Applications

	McAuliffe ("Project 1")	Fremont ("Project 1")	Driffill *	Seabridge Land	Harrington	Lemonwood	Total Applications Pending SAB Approval
<b>Next Step</b>	SAB	SAB	SAB	SAB	SAB	SAB	
<b>State Funding</b>							
Pupils (Includes SDC)	25	216	132	N/A	807	939	2,119
Application Type	Mod.	Mod.	New Const.	New Const.	New Const.	New Const.	
Est. Base Grant	\$105,700	\$965,952	\$1,550,208	\$3,867,641	\$8,960,928	\$10,778,215	\$26,228,644
Est. Supplemental Grant	\$3,106	\$28,393	\$113,994	N/A	\$838,399	\$1,227,750	\$2,211,642
<b>Total Estimated Grant</b>	<b>\$108,806</b>	<b>\$994,345</b>	<b>\$1,664,202</b>	<b>\$3,867,641</b>	<b>\$9,799,327</b>	<b>\$12,005,965</b>	<b>\$28,440,286</b>
<b>Cumulative Total</b>							<b>\$28,440,286</b>

\* Estimated Driffill grant is in addition to \$4,730,672 New Construction grant and \$4,270,411 Facility Hardship grant that CFW processed for the District in 2013

- To date, approximately \$28.4 million in State funding applications have been submitted to the Office of Public School Construction (OPSC)
- These applications will require review and processing by the OPSC and approval by the State Allocation Board (SAB) as a funding apportionment



# Pending Funding Applications

	Elm	Marshall	Total Applications Pending OPSC Approval	Harrington ECDC	Total Applications Pending CDE Review and Approval
<b>Next Step</b>	<b>OPSC App</b>	<b>OPSC App</b>		<b>CDE App</b>	
<b>State Funding</b>					
Pupils (Includes SDC)	613	324	937	75	75
Application Type	New Const.	New Const.		Mod.	
Est. Base Grant	\$6,933,671	\$3,805,056	\$10,738,727	\$317,100	\$317,100
Est. Supplemental Grant	\$1,040,051	\$570,758	\$1,610,809	\$9,513	\$9,513
Total Estimated Grant	<b>\$7,973,722</b>	<b>\$4,375,814</b>	<b>\$12,349,536</b>	<b>\$326,613</b>	<b>\$326,613</b>
<b>Cumulative Total</b>			<b>\$40,789,822</b>		<b>\$41,116,435</b>

- Approximately \$12.7 million may be garnered from pending applications for projects approved by the Division of the State Architect (DSA)
- The applications are pending the completion of architect and contractor sitework cost analysis prior to OPSC submittal
- The Harrington Early Childhood Development center also requires final CDE approval
- Thereafter, once final applications are received by OPSC, the State will review and process the applications for SAB approval

# Remaining Funding Applications

	McKinna	Rose Avenue (Non-Hardship)	Doris Patterson New ES/MS	Doris Patterson Land	Seabridge	Kinder Flex Classrooms	Fremont Gym	Total Applications Pending DSA/CEQA	Estimated Grand Total
<b>Next Step</b>	DSA	CEQA	CEQA	CEQA	DSA	CEQA	CEQA		
<b>State Funding</b>									
Pupils (Includes SDC)	750	745	825	N/A	625	36	N/A	2,981	6,112
Application Type	New Const.	New Const.	New Const.	New Const.	New Const.	New Const.	Joint Use		
Est. Base Grant	\$8,762,720	\$8,707,200	\$9,898,638	\$3,960,000	\$7,066,919	\$1,123,272	\$1,500,000	\$41,018,749	\$78,303,220
Est. Supplemental Grant	\$1,314,408	\$1,306,080	\$1,484,796	N/A	\$1,060,038	\$168,491	N/A	\$5,333,812	\$9,165,776
<b>Total Estimated Grant</b>	<b>\$10,077,128</b>	<b>\$10,013,280</b>	<b>\$11,383,434</b>	<b>\$3,960,000</b>	<b>\$8,126,957</b>	<b>\$1,291,763</b>	<b>\$1,500,000</b>	<b>\$46,352,561</b>	<b>\$87,468,996</b>
<b>Cumulative Total</b>								<b>\$87,468,996</b>	

- Approximately \$46.4 million is estimated to be garnered from future applications for projects that are currently undergoing initial design
- In addition to the required completion of construction documents for DSA approval, these projects must also complete compliance with the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC)
- Thereafter, the CDE will consider applications for final approval and submitted thereafter for OPSC/SAB approval

# State Bond Sale

- In November 2016, California voters approved Proposition 51 authorizing a total of \$9 billion in State bonds for K-14 facilities improvements
- The State has proceeded with an initial \$400 million dollar bond sale under its Proposition 51 authorization
- The OPSC has begun to process applications from the Applications Received Beyond Bond Authority List, which contains over \$1.6 billion dollars in grant requests
- OPSC staff continues to be impacted by reduced personnel and changes in administrative leadership; the Governor has continued to influence a protracted pace of implementation
- CFW continues to attend and monitor activities of the State Allocation Board, which adopted adjustments to the School Facilities Program on June 5, 2017

# State Program Updates

- Adjustments to the School Facilities Program include:
  - **Grant Agreement:** Districts must enter into a grant agreement once funds have been apportioned; the agreement would disallow expenditures that have been previously eligible, such as technology
  - **Audit Requirement:** Districts are required to include an audit of state funds within their local annual audit; independent auditors must verify that districts appropriately expended State resources
  - **Financial Hardship:** Districts seeking financial hardship assistance may submit a request for funding without first obtaining a pre-approved status of their financial hardship
  - **New Baseline:** Requires enrollment projections and updated capacity analysis to establish a new construction grant eligibility baseline at the time the application is being processed by OPSC.
  - **Approved Land Reimbursement:** Requires DSA approved New Construction plans prior to land reimbursement of a purchased site. (May impact prior OPSC/SAB approval of Seabridge land reimbursement)

# Ongoing Actions

- The District and CFW will continue to coordinate the processing of State Aid, including:
  - Baseline eligibility will be updated pursuant to SAB requirements
  - Necessary filings per CEQA, DTSC, DSA, and CDE will be prepared and monitored
  - Funding applications will be prepared and filed with the OPSC once a project receives all required approvals
- Additionally, the District and CFW will monitor ongoing regulatory and legislative updates impacting the State Aid program



OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 6, 2017**

- A. Preliminary  Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_

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

- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Oxnard School District Teacher Pathway Program (Vaca)**

---

The Oxnard School District Teacher Pathway Program’s (“OSDTPP”) goal is to recruit and support classified staff to become exemplary credentialed teachers in the Oxnard School District.

Phase two of the OSDTPP is to provide each candidate with an OSD Teacher Mentor. The intent is to provide the candidates with guidance from their mentor in attaining a teaching credential. In addition, the mentee will be able to visit their mentor’s classroom on two different occasions and will receive assistance from the teacher mentor in the preparation of a lesson plan in the mentee’s area of focus.

**FISCAL IMPACT:**

None – informational purposes only.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees receive the Oxnard School District Teacher Pathway Program presentation.

**ADDITIONAL MATERIAL:**

Power Point presentation (eight pages)



# Oxnard School District Teacher Pathway Program Wednesday, September 6, 2017

“Strong leadership in schools results from the participation of many people, each leading in his or her own way”.

G. Donaldson

# Program Objective

To recruit and support classified staff to become exemplary credentialed teachers in the Oxnard School District.

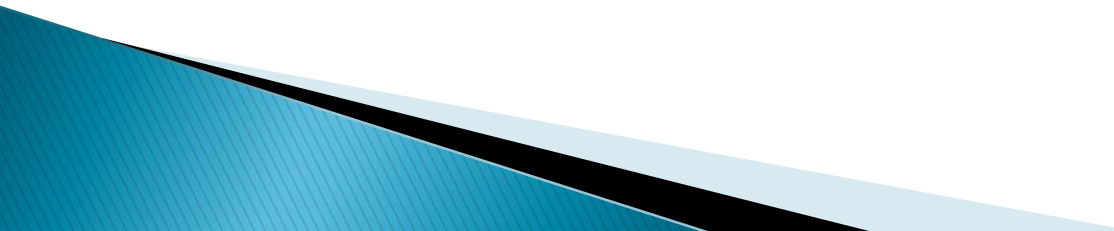


# Why do we Need the Teacher Pathway Program?

We are in need of Special Education, Mathematics, and Science teachers, as well as teachers with a BCLAD authorization.



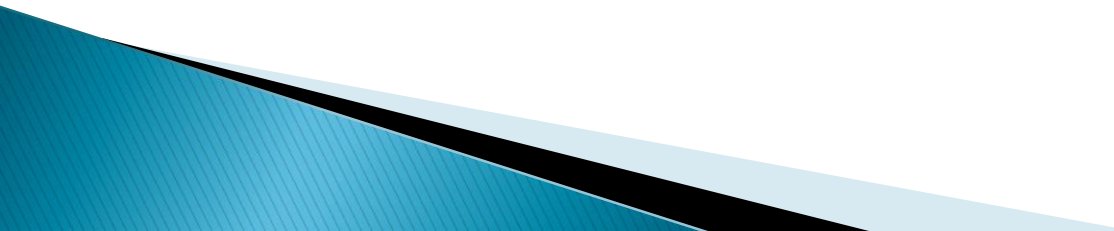
# What have we Provided Teacher Pathway Program Candidates ?

- ▶ Individualized academic support
  - ▶ Financial Support in the form of \$500.00 stipends for educational expenses
  - ▶ CBEST and CSET test preparation
- 

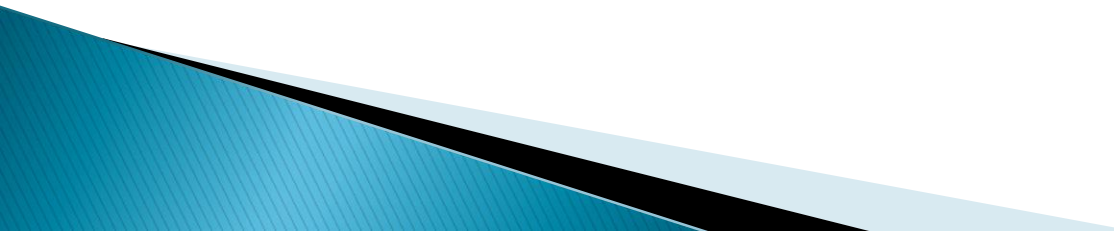
# Next?

- ▶ Provide our OSD Teacher Pathway candidates with an OSD Teacher Mentor

# Mentor Qualifications

- ▶ Five years teaching experience
  - ▶ Clear Credential
  - ▶ Received positive evaluation on their last formal evaluation cycle
- 

# Mentor Commitment

- ▶ Attend Orientation meeting, October 2017
  - ▶ Allow mentee to shadow for half a day, two (2) times during the 2017–2018 school year
  - ▶ Assist mentee with development of a lesson plan in their area of focus
  - ▶ Attend end-of-year celebration banquet, June 2018
- 

# Q & A





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

[www.oxnardsd.org](http://www.oxnardsd.org)



**Juan Lagunas Soria School**

3101 Dunkirk Drive, Oxnard, CA 93035  
(805) 385-1584 Fax: (805) 815-4216



**To: Dr. Cesar Morales  
Superintendent**

**From: Aracely Fox  
Principal**

**Date: August 22, 2017**

**RE: Donation valued at over \$5,000.00**

---

We, at Juan Lagunas Soria School, respectfully, request that the Board of Trustees accept the nutrition area student table donation to our school at an estimated value of \$5,000.00 by Juan Lagunas Soria's PTA.

On behalf of Juan L. Soria School, we would like to thank Soria's PTA for their generous donation of nutrition area tables. Our administrative team truly appreciates the donation. Please provide a letter of appreciation to Juan Lagunas Soria School's PTA.

Soria's PTA support to our school and community is greatly appreciated.

Thank you in advance.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

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

**Approval of Agreement #17-123, The Math Learning Center (Freeman/DeGenna)**

The Math Learning Center will provide a professional development workshop titled "Number Corner Getting Started Gr. K-5" to DLI staff on September 18-19, 2017 at an OSD location to be determined.

**FISCAL IMPACT:**

Not to exceed \$4,600.00 – Title I

**RECOMMENDATION:**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-123 with The Math Learning Center.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #17-123, The Math Learning Center (1 Page)  
                  Sales Order Quote #0404359 (1 Page)  
                  Certificate of Insurance (1 Page)



# OSD AGREEMENT #17-123



## Workshop Contract

This contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$ 4600. The workshop fee includes all travel expenses incurred by the workshop leader(s). Oxnard School District agrees to pay the total fee even if fewer than 30 enroll.

The maximum enrollment for a workshop is 30 participants. Should Oxnard School District exceed maximum enrollment without prior arrangements made with The Math Learning Center, a \$100.00 fee per additional participant will be assessed. No exceptions.

**Workshop: Number Corner Getting Started Gr. K-5**  
**Event ID: 2017-650**  
**Leader(s): Carol Boyan-Held**  
**Enrollment: 30**  
**Grade Level: Gr. K-5**  
**Dates: Sept. 18, 19 (2017)**  
**Time: M w/ K-2; Tu w/ 3-5 Both days meet 4:00-7:00p**  
**Site: Oxnard SD TBD**

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center. Should Oxnard School District cancel this workshop, The Math Learning Center reserves the right to invoice Oxnard School District for travel expenses incurred by the instructor(s).

Oxnard School District

The Math Learning Center

by \_\_\_\_\_

by \_\_\_\_\_

Director, Purchasing  
Title Date

Workshop Support Specialist \_\_\_\_\_  
Date

## Sales Order Quote



**The Math Learning Center**  
**P.O. BOX 12929**  
**Salem, OR 97309-0929**  
**1-800-575-8130 Fax 503-370-7961**  
**mathlearningcenter.org**

**Order Number:** 0404359  
**Order Date:** 8/7/2017  
**Customer Number:** 0600034

**Sold To:**  
 OXNARD SCHOOL DISTRICT  
 1051 S A ST  
 OXNARD, CA 93030-7442

**Ship To:**  
 OXNARD SCHOOL DISTRICT  
 1051 S A ST  
 OXNARD, CA 93030-7442

**Confirm To:**

<b>Customer P.O.</b>	<b>Ship VIA</b>	<b>F.O.B.</b>	<b>Terms</b>
PRICE QUOTE	UPS		NET 30 DAYS

Item Code	Unit	Quantity	Price	Amount
/MISQTY NUMBER CORNER TRAINING FOR K-2 AND 3-5 TEACHERS ON SEPT 18 & 19, 2017 TIMES ARE 4:00-7:00 EACH DAY.	EA	1	\$4,600.00	\$4,600.00

TO ENSURE A QUALITY EXPERIENCE EACH WORKSHOP SESSION IS LIMITED TO 30 PARTICIPANTS.

DISTRICTS AND SCHOOLS MAY ALSO CONTRACT FOR ADDITIONAL WORKSHOPS AND CONSULTING SERVICES.

Net Order:	\$4,600.00
Freight:	\$0.00
Sales Tax:	\$356.50
<b>Order Total:</b>	<b>\$4,956.50</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2017

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 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).

<b>PRODUCER</b> Huggins Insurance Services, Inc. P.O. Box 270 1786 State Street Salem OR 97308	<b>CONTACT NAME:</b> Michelle Gibson <b>PHONE (A/C No. Ext):</b> (503)585-2211 <b>E-MAIL ADDRESS:</b> michelle@huggins.com	<b>FAX (A/C No):</b> (503)399-4658
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MATH LEARNING CENTER PO BOX 12929 SALEM, OR 97309	<b>INSURER A:</b> American States Ins Co <b>INSURER B:</b> American Economy Ins Co <b>INSURER C:</b> USLI <b>INSURER D:</b> SAIF Corporation <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19704 19690

### COVERAGES CERTIFICATE NUMBER: 16-17 GL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			01CI65938350	12/5/2016	12/5/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			02CE23313520	12/5/2016	12/5/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	UMBRELLA LIAB			01XS16279460	12/5/2016	12/5/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
D	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	396491	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
C	Employment Practices Ins			NDO1016755	09/25/2016	09/25/2017	Each Claim/ Aggregate \$2,000,000
							Retention \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Event Date: Sept. 18 & 19, 2017  
Certificate Holder is listed as an additional insured for commercial general liability but only in respects to the operations of the named insured, per policy terms, conditions and endorsement CG7635 0207

### 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  M Gibson/GIBSON <i>Michelle a Gibson</i>
-------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Approval of Agreement #17-124 - Ventura County Office of Education  
(Freeman/Thomas)**

---

This agreement formalizes the working relationship between the Oxnard School District and Ventura County Office of Education, Early Childhood Education Programs Department (VCOE), to provide training to Oxnard School District staff. The purpose is to guide classroom instruction and support staff in the implementation of practical instructional strategies, grounded in the CA Early Learning and Development System using the tools of the CA Quality Rating Improvement System (QRIS) to support best practices.

**Term of the Agreement: September 7, 2017 through June 30, 2018**

**FISCAL IMPACT:**

\$66,514.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction & Accountability, that the Board of Trustees approve Agreement #17-124 with the Ventura County Office of Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-124, Ventura County Office of Education (1 Page)  
Professional Development Plan (2 Pages)  
Comprehensive PD Calendar (1 Page)  
Professional Development Budget (1 Page)

**AGREEMENT #17-124 BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education, Early Childhood Programs Department in providing training to Oxnard School District hereafter called "the District." The purpose is to guide classroom instruction and support staff in implementation of practical instructional strategies, grounded in the CA. Early Learning and Development System using the tools of the CA. Quality Rating Improvement System (QRIS) to support best practices.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and the Ventura County Office of Education will work together toward establishing high-quality and developmentally appropriate preschool classrooms in the Oxnard School District, as described in detail in the accompanying Oxnard School District 2017-18 Professional Development Plan. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
  - a. Provide 6 full day and 26 half-day training sessions and materials (see attached Professional Development (PD) Plan).
  - b. Provide coaching visits for 8 months at 7 sites (see attached PD Plan).
  
2. **The District agrees to:**
  - a. Provide the facilities for all training and coaching described above.
  - b. Provide presentation equipment as requested (i.e. LCD projector, screen, etc.).
  - c. Pay Ventura County Office of Education, Early Childhood Programs, a total of \$66,514.00 for all the services noted above and as detailed in the accompanying Oxnard School District 2017-18 Professional Development Plan.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented through June 30, 2018.

**For Oxnard School District:**

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Date

**For the Ventura County Office of Education:**

\_\_\_\_\_  
Antonio Castro, Ed. D., Associate Superintendent

\_\_\_\_\_  
Date



## Oxnard School District 2017-18 Professional Development Plan

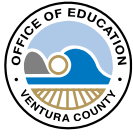
Enhancing the Quality of programming for the Oxnard School District preschool programs, the Ventura County Office of Education (VCOE) proposes a Professional Development (PD) plan for 2017-18. Services will be grounded in the California Early Learning and Development System, using the tools and assessments from the California Quality Rating and Improvement System. The PD plan focuses on 3 areas which individually and collectively enhance classroom instruction: the Physical Environment, Social Environment, and Data and Observation.

Preschool staff will receive training and coaching to facilitate implementation of practical instructional strategies to support best practices. Parent and Child Together (PACT) staff will receive training on related Infant/Toddler resources to guide program instruction and their work with families and children.

### Training:

Preschool training will encompass 6 full day sessions (at a rate of \$775 per session) and 17 half-day sessions (at a rate of \$475 per session) for the following:

- **Overview:** Two half-day trainings will be used to introduce and conclude the training series. The first half-day training of the program year will set-the-stage for teachers with an overview of the tools that support classroom instruction with special attention to the physical and social environments and how data is used to guide curriculum and instruction. The final training will connect all training content and facilitate the mapping of focus areas for 2018-19 instructional programming.
- **Teaching Pyramid/Center on the Social and Emotional Foundations for Early Learning (CSEFEL):** Four full day trainings on the 4-module framework, aligned to the Response to Intervention (RtI2) and Multi-tiered System of Supports (MTSS), to promote social and emotional competence and prevent challenging behaviors.
- **Classroom Assessment Scoring System (CLASS):** Ten, 2 hour sessions, (presented in 6 half-day trainings and 2 full-day trainings) focused on *Making the Most of Classroom Interactions* (MMCI) to support teachers in learning to identify and implement effective interactions in classrooms and to interact intentionally to increase children's learning.
- **California Early Learning and Development System (ELDS):** Nine half-day trainings focused on the Early Childhood Environment Rating Scale, Desired Results, and the Preschool Learning Foundations and Preschool Curriculum Frameworks. Trainings will include the integrated nature of the social and physical learning environments and will include practice of utilizing the resources for collecting evidence (data) to inform individualized instruction. The Desired Results (DR) formative assessment instrument will be discussed as an approach to collecting and organizing electronic portfolios of evidence and for analysis of data to guide experiences and classrooms instruction aimed at scaffolding children along the developmental continuum across critical learning domains.



**Oxnard School District  
2017-18 Professional Development Plan**

PACT, Infant/Toddler Training will encompass 9 half-day sessions (at a rate of \$475 per session) for the following:

- **California Early Learning and Development System (ELDS):** Two half-day trainings focused on the California Infant/Toddler Learning and Development Foundations and on the California Infant/Toddler Curriculum Framework. Trainings will highlight the integrated nature of the resources as it relates to other trainings on the CLASS and CSEFEL content.
- **Teaching Pyramid/Center on the Social and Emotional Foundations for Early Learning (CSEFEL):** Three half-day trainings first providing an overview of the nationally recognized framework to promote social and emotional competence and prevent challenging behaviors; then with a focus on the relationship of engaging families in utilizing the skills, strategies, and CSEFEL supports.
- **Classroom Assessment Scoring System (CLASS):** Four half-day sessions, focused on the Infant and Toddler CLASS instruments to support staff in learning to identify and guide effective adult-child interactions

**Coaching:**

Coaching will occur for up to 3 hours at a rate of \$475 per visit. All 14 teaching teams (1 AM and 1 PM team at each of the 7 preschool sites) will receive one coaching visit for 8 months during the school year: September, October, November, January, February, March, April and May. Half of the coaching visits will include both teaching teams at each site and half will be separated by AM or PM team. Coaching sessions will provide support for implementation and may entail observation followed by coaching both on prior training content and in response to observed needs will address. Across the program year, coaches will address the areas of CLASS, CSEFEL, ECERS-R and DR to promote Individualized instructional planning and effective use of the Physical and Social environments.

**Materials:**

Preschool

- CSEFEL – A binder (\$45 per participant) for use over the course of the four full-day trainings. Binders will include action plans, materials for immediate use and implementation in the classroom, and all needed training content for active participation.
- CLASS – Materials (at \$135 per participant) include a Pre-K CLASS Dimensions Guide, MMCI Participant Guide, and a One-year subscription to myTeachstone.
- Graphics– \$500 for training materials

PACT

- ELDS – A set (\$41 per participant) of the Infant-Toddler Foundations and the Infant-Toddler Frameworks.
- CLASS – Materials (\$60 per participant) CLASS Dimensions Overview for Infant and Overview for Toddler guides.
- CSEFEL – Training materials and graphics (\$10 per participant).

Oxnard School District: 2017-18 Professional Development Plan Training Calendar

Preschool Staff Professional Development Calendar										
Trainings	August	September	October	November	December	January	February	March	April	May
<b>Overview &amp; Conclusion</b>	Overview: Enhancing the Physical and Social Environment									Conclusion: Reflection and 18-19 Planning
<b>Teaching Pyramid/CSEFEL</b>			CSEFEL Module 1	CSEFEL Module 2		CSEFEL Module 3		CSEFEL Module 4		
<b>CLASS</b>			MMCI (Making the Most of Classroom Interactions <sup>1</sup> ) Session 1	MMCI Session 2	MMCI Session 3 & 4	MMCI Session 5	MMCI Session 6 & 7	MMCI Session 8	MMCI Session 9	MMCI Session 10
<b>Environment</b>		Setting up the Physical Environment: Through the ECERS Lens		Classroom Schedule: Through the ECERS Lens		The Purpose of the Outdoor Environment			Environment Assessment and Action Plan: Continuous Quality Improvement	
<b>DR</b>		Collecting Evidence & Using the Portfolio			Using Data to Plan for the Group and Individuals		Using Data to Plan for the Group and Individuals			
<b>CA. Early Learning &amp; Development System</b>	Preschool Learning Foundations Overview (Instructional Aides and Others, as needed)					Preschool Learning Frameworks Overview (Instructional Aides and Others, as needed)				

**Coaching: Monthly Visits**

<sup>1</sup>MMCI is a 20-hour training broken into 10-2 hour sessions. 4 sessions will be paired resulting in 2 longer training sessions

Monthly Schedule		
Weeks 1 & 2	Trainings	1 day a week 3:00-5:00pm or 6:00pm; full-day Saturdays as needed
Weeks 2 & 3	Implementation & Homework	
Weeks 3 & 4	Coaching	

Parent and Child Together (PACT) Staff Professional Development Calendar										
Trainings	August	September	October	November	December	January	February	March	April	May
<b>CLASS</b>		CLASS Infant & Toddler		CLASS Infant & Toddler			CLASS Infant & Toddler		CLASS Infant & Toddler	
<b>CA. Early Learning &amp; Development System</b>		Infant-Toddler Foundations		Infant-Toddler Frameworks						
<b>Social-Emotional and Family Engagement</b>			CSEFEL Overview			CSEFEL/ Family Engagement		CSEFEL/Family Engagement		



## Oxnard School District 2017-18 Professional Development Plan Budget

Preschool						
Training	Cost/ Session	# of Sessions	Cost of Training	Cost of Materials	Total for Training	Notes
Overview & Conclusion	\$475.00	2	\$950.00		\$950.00	
Teaching Pyramid/CSEFEL	\$775.00	4	\$3,100.00	\$1,890.00	\$4,990.00	Materials: 42 participants @ \$45
CLASS/MMCI (half-day)	\$475.00	6	\$2,850.00	\$5,670.00	\$8,520.00	Materials: 42 participants @ \$135
CLASS/MMCI (full-day)	\$775.00	2	\$1,550.00		\$1,550.00	
Environment	\$475.00	4	\$1,900.00		\$1,900.00	
DR	\$475.00	3	\$1,425.00		\$1,425.00	
Early Learning System	\$475.00	2	\$950.00		\$950.00	
Additional Materials Costs				\$500.00	\$500.00	
					\$20,785.00	

Coaching	Cost/Visit	# Classrooms	# Visits	Coaching Cost	Notes
4 coaching visits with AM and PM teaching teams <u>together</u>	\$475.00	7	4	\$13,300.00	Coaching will occur 8 months during the school year: September, October, November, January, February, March, April and May
4 coaching visits AM and PM teams <u>separately</u>	\$475.00	14	4	\$26,600.00	
				\$39,900.00	

PACT						
Training	Cost/Session	# of Sessions	Cost of Training	Cost of Materials	Total for Training	Notes
Teaching Pyramid/CSEFEL	\$475.00	3	\$1,425.00	\$140.00	\$1,565.00	Materials: 14 participants @ \$10
CLASS	\$475.00	4	\$1,900.00	\$840.00	\$2,740.00	Materials: 14 participants @ \$60
Early Learning and Development System	\$475.00	2	\$950.00	\$574.00	\$1,524.00	Materials: 14 participants @ \$41
					\$5,829.00	

**TOTAL COSTS                    \$66,514.00**

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Approval of Agreement/MOU #17-134 – Mouse\_California (Freeman/Thomas)**

---

Mouse\_California will provide an online technology club curriculum and professional development for the after school staff implementing the program with participating students at all 20 schools in the Oxnard School District.

Term of Agreement:      **September 7, 2017 through June 30, 2018**

**FISCAL IMPACT:**

Not to Exceed \$42,390.00 – ASES Grant Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #17-134 with Mouse\_California.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement/MOU #17-134, Mouse\_California (1 Page)

**AGREEMENT/MOU #17-134 BETWEEN  
MOUSE\_CALIFORNIA  
AND  
OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of Mouse\_California, a program of Aspiranet, to provide a technology enrichment program for all Middle School, K-8 and Elementary Schools in the Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and **Mouse\_California** will work together toward promoting a quality enrichment program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

**Mouse\_California agrees to provide:**

1. Online curriculum with computer, software, and problem solving modules.
2. Hands-on activities and service learning projects.
3. 1 Full day (6 hours) in person training to review the Technology curriculum and lessons with staff.
4. 1 Follow up day (up to 6 hours) in person training to provide support for staff.
5. Online and Conference call support for additional program implementation.
6. Each site will be provided 1 Start Up Kit containing 150 Mouse buttons, 150 Mouse Stickers, 3 posters, and 20 Mouse Create "Educator Code" post cards for each school site's primary Mouse educator to share curriculum login access with colleagues. Kit does not include the toolkit or flash drives.
7. Provide Oxnard School District with Certificate of Insurance meeting district requirements and naming the Oxnard School District as "additional insured".
8. Invoice for \$2,119.50 per school site (at 20 sites with a 10% multi-site discount) for a program total of \$42,390.00.

**Oxnard School District agrees to:**

- a. Provide facilities for the program.
- b. Provide staff to operate the program at the school site.
- c. Attend the training for kick off training.
- d. Supply iPads, computers or laptops with Internet access.
- e. Provide an instructor or faculty advisor interested in teaching about technology and workplace skills.
- f. Provide an administrator supportive of students assisting teachers with their tech support.

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented September 7, 2017 – June 30, 2018.

\_\_\_\_\_  
Emily Reisner, Mouse\_California Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vernon Brown, CEO Aspiranet

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District  
(Contingent upon Board Approval)

\_\_\_\_\_

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Approval of Agreement #17-135 – Art Trek Inc. (Freeman/Thomas)**

---

Art Trek Inc. will provide lessons and activities during after school hours for students attending the K-8 schools, and the three (3) Middle schools during the 2017-18 school year.

**FISCAL IMPACT:**

Not to Exceed \$36,000.00 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-135 with Art Trek Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-135, Art Trek Inc. (1 Page)

# OSD AGREEMENT #17-135



## **ART TREK, INC.**

A 501 (C) (3) non-profit organization  
2017-2018 Oxnard After School Program

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Oxnard School District finds that ART TREK is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**SERVICES:** Art Trek shall provide the following services to your school:

Provide teachers for after school enrichment classes for students (up to 22 students per class) at schools in the Oxnard School District for the 2017-2018 school year. The number of teachers to be determined by the number of registered students each day.

Oxnard shall be charged for 1.5 hours of instruction per class taught per school which includes set up, instruction and clean up.

Art Trek is contracted for a number of classes not to exceed 144 classes totaling \$36,000.

In addition, the cost includes all lesson prep, materials, administrative fees, on-site visits, oversight of program and a visual and written report at the conclusion of the contract prior to the close of school.

**CLASSES SHALL BE INVOICED AT \$250 PER CLASS which includes all of the above services.**

**INVOICING:** Invoicing shall be once a month after the completion of the last class for that month. These are the terms of agreement between Art Trek and the Oxnard School District from September 7, 2017 through June 30, 2018. If this Agreement meets with your approval, please sign, date, and return so we can proceed.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

---

Nan Young, Director

Date

---

Lisa A Franz, Director, Purchasing Date

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Approval of Agreement #17-136 – Mad Science of Los Angeles (Freeman/Thomas)**

Mad Science of Los Angeles will offer enrichment activities for students at schools in the Oxnard School District. Mad Science of Los Angeles offers hands-on activities that help students understand and retain the science standards they are expected to learn for the statewide testing.

**FISCAL IMPACT:**

\$75,000.00 – Unrestricted General Fund  
**(Additional classes may be added and will be charged at a rate not to exceed \$375 per workshop completed at each school site.)**

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-136 with Mad Science of Los Angeles.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-136, Mad Science of Los Angeles (1 Page)

**AGREEMENT #17-136 BETWEEN  
MAD SCIENCE AND OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of Mad Science (Consultant) in providing workshops/classes and activities for the Schools in Oxnard School District (OSD).

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

1. **Mad Science agrees to:**
  - a. Provide Science lessons from their “NASA”, BRIXOLOGY, “ASP”, Mission: Code and other curriculums.
  - b. Provide pre and post presentation resource guides to be completed by participating students for additional learning opportunities.
  - c. Certify that presenters have been fingerprinted and TB tested.
  - d. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.
  
2. **Oxnard School District agrees to:**
  - a. Provide a minimum of 96 workshops/classes with a total minimum cost of \$33,600, including middle school opportunity program.
  - b. Compensate Mad Science for additional workshops/classes for 25 students at a rate of \$375 per workshop or \$350 with the early payment discount.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented September 7, 2017 to June 30, 2018.

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Balmain-Nadasdy, Sales Representative  
[Mad Science of Los Angeles](http://www.madscience.org/losangeles)  
*Sparking, Imaginative, Learning*  
15815 Monte St. Unit 101  
Sylmar, CA 91342  
Phone: 818-803-5135  
Fax: 818-909-6771  
<http://www.madscience.org/losangeles>

\_\_\_\_\_  
Date

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Approval of Agreement #17-138 – Art Trek Inc. (Freeman/Ridge)**

---

Art Trek Inc. will provide art activities for the children of parents attending Oxnard School District's Strengthening Our Families event on September 23, 2017. Art Trek will provide activities within visual arts and dance that are correlated to the event's theme of wellness. Art Trek will also provide parent workshops to provide information on "hands on" activities to families regarding the therapeutic value of the arts within wellness for both adults and children.

**FISCAL IMPACT:**

Not to Exceed \$3,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-138 with Art Trek Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-138, Art Trek Inc. (1 Page)



# OSD AGREEMENT #17-138



## ART TREK, INC.

A 501 (C) (3) non-profit organization  
Oxnard District Programs  
Strengthening Our Families  
September 23, 2017

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Oxnard School District finds that ART TREK is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**SERVICES:** Art Trek shall provide the following services to your school:

Workshop: Strengthening Our Families workshop for up to 200 students and 100 adults.

Saturday, September 23, 2017

Art Trek shall provide instruction for art rotations and presentations from 9:00 – 1:30.

Projects to include visual/performing/literary arts and movement.

All instruction and materials included.

**TOTAL COST FOR WORKSHOP: \$3000.00**

### INVOICING:

Oxnard shall be invoiced for \$3000.00 to be paid upon completion of the workshop.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.



Nan Young  
Executive Director  
Art Trek, Inc.

August 15, 2017  
Date

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

\_\_\_\_\_  
Date

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

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

**Approval of Agreement #17-143 – Mariana Peirano Royuela (Freeman/Fox)**

“An Artist I Know” is an art appreciation program intended to acquaint elementary students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project. At the end of the program an assembly is held to showcase the students’ art.

**FISCAL IMPACT:**

\$10,800.00 – Donation

**RECOMMENDATION:**

It is recommended by the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-143 with Mariana Peirano Royuela.

**ADDITIONAL MATERIALS:**

- Attached:** Agreement #17-143, Mariana Peirano Royuela (13 Pages)
- Proposal (3 Pages)
- Certificate of Insurance (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-143

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Mariana Peirano Royuela (“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 **September 7, 2017** through **June 30, 2018** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ten Thousand Eight Hundred Dollars (\$10,800.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Robin Freeman  
Phone: (805) 385.1501 x2301  
Fax: (805) 486.7358

To Consultant:               Mariana Peirano Royuela  
1078 Main Street  
Ventura, CA 93001  
Phone: (805) 758.8247  
Fax: (    )

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

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

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

26. **Administration.** **ARACELY FOX** 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:**

**MARIANA PEIRANO ROYUELA:**

\_\_\_\_\_  
*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 #17-143

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-143**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-143

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-143**

**COMPENSATION**

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

\*PER ATTACHED PROPOSAL

**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 \$10,800.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #17-143

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-143**

**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) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(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 #17-143

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 #17-143

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-143**

**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, **MARIANA PEIRANO ROYUELA**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

# Project Proposal

Prepared for: Soria Elementary

Prepared by: Mariana Peirano Royuela

May 29, 2017





## AN ARTIST I KNOW . . .

### Objective

*An Artist I Know . . .* is an art appreciation program for elementary students intended to acquaint students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The visiting artist makes presentations on the lives and works of the artists and then guides students through a final art project. At the end of the program, an assembly is held to showcase the students' art.

### Goals

A fine arts education is essential to a child's mental and emotional development and the studies have confirmed that art is fundamental to academic learning because it fosters creativity, teaches critical thinking, develops abstract thinking skills and improves comprehension skills. In addition, art helps children develop social and personal skills. It improves confidence, teaches adaptability and boosts self esteem.

By fostering a community within the school where authentic art appreciation is taking place, we can meet and exceed expectations set by Common Core and move into a culture of true inquiry and learning. When studying any piece of art, one must be able to analyze the components that create the whole. Additionally, the ability to synthesize these parts into a whole work is critical to making meaning for each audience member. Common Core Reading and Math Standards have both identified the need for this critical practice, and the arts create a pathway to providing those opportunities.

### Project Outline

*An Artist I Know . . .* art project at Soria is an enrichment program for grades 2-5. The visiting artist provides art instruction to the students once a week and works with Soria's teachers to plan lessons that complement the grade level curriculum. The project is designed to be completed in three steps as follows:

#### **Step 1: "Introducing the Artist"**

The Meet the Artist experience begins with the visiting artist sharing the life, famous works and interesting facts about the artist chosen. Interactive questions and multi-media content will keep the students interested as they are introduced to the artist's biography.

#### **Step 2: "Close Up on the Art"**

Now that the children have a true connection to the artist, they are introduced to the techniques and styles which made the art revolutionary. Through guided questions students are encouraged to observe, react, imagine, and express their own feelings. Using reproductions of the artist's work, students are exposed to the artwork and learn to describe, relate, analyze, interpret and evaluate the works of art.

---

**Step 3: “In the Style of the artist”**

After learning the inspiration and techniques of the artist chosen, the students have an opportunity to become artists as they work in the medium, technique, and style used by the artist they are studying. The visiting artist leads the students on a step-by-step journey through the art project, while the students discover their creativity by developing confidence in their own unique abilities.

BUDGET

The project is set up to run for a maximum of 28 weeks. The visiting artist provides art instruction to the students once a week for a total of 5 hours per week and one additional hour per week to plan and prepare lessons. Any extra hours incurred will be billed separately. Instructional materials and art supplies are provided by the school.

Description	Unit Price	Cost
Artist fees - 5 hours per week for 28 weeks + 1 hour planning/prep Dates of instruction: September 12, 19, 26; October 3, 10, 17, 24, 31; November 7, 14, 28; December 5, 12; January 9, 16, 23, 30; February 6, 13, 20, 27; March 6, 13, 20; April 10, 17, 24; May 1.	\$60/hour	\$ 10,800
<b>Total</b>		<b>\$ 10,800</b>

---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: John E Peakes Insurance Agency, Inc. 1363 Donlon Street, Suite #10, Ventura, CA 93003, License #: 0619917. CONTACT NAME: Patricia Wiborg, PHONE: 805-650-0199, FAX: 805-658-2423, E-MAIL: pwiborg@peakesins.com. INSURER(S): Western Heritage.

COVERAGES CERTIFICATE NUMBER: 00000000-67204 REVISION NUMBER: 1

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is added as Additional Insured per Blanket Additional Insured form WHI 21-0830 attached.

CERTIFICATE HOLDER: Soria School, 3101 Dunkirk Drive, Oxnard, CA 93035. 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: PLW

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Approval of Agreement #17-142 – Oren Boxer, Ph.D. (Freeman/Sugden)**

Dr. Oren Boxer, Clinical Neuropsychologist, will provide Independent Education Evaluator Services to the Special Education Department during the 2017-2018 academic year to provide complete neuropsychological assessments to include consultation and intake, record review, school observation, assessment, written report, debrief session, and participation in Individualized Education Plan (IEP) meetings if requested.

**FISCAL IMPACT:**

Not to exceed \$13,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-142 with Oren Boxer, Ph.D.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-142, Oren Boxer, Ph.D. (13 Pages)  
Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-142

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Oren Boxer, Ph.D. (“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 September 7, 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 Thirteen Thousand Dollars (\$13,000.00), 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: Oren Boxer, Ph.D.  
11340 Olympic Blvd., Suite 250  
Los Angeles, CA 90064  
Phone: (626) 765.4482  
Fax: (888) 887.6256  
Email: [oboxer@me.com](mailto:oboxer@me.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:**

**OREN BOXER, Ph.D.:**

\_\_\_\_\_  
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 #17-142

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-142**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES/RATE SHEET**

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

**\*PER ATTACHED SCOPE OF SERVICES/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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-142

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-142**

**COMPENSATION**

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

Total compensation shall not exceed Thirteen Thousand Dollars (\$13,000.00), 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 \$13,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-142**

**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 #17-142

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 #17-142

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-142**

**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, **OREN BOXER, Ph.D.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



**Oren R. Boxer, Ph.D.**

555 East Colorado Boulevard, Suite #4100  
Pasadena, California 91101  
Tel: 626-765-4482 Fax: 888-887-6256

A PSYCHOLOGICAL CORPORATION - PSY 28857

11340 West Olympic Boulevard, Suite 250  
Los Angeles, California 90064

## IEE - Fee Services

### ***Neuropsychological Assessment***

**\$6,500.00**

Consultation and Intake  
Record Review  
School Observation  
Assessment\*

- Intellectual Development
- Academic Achievement
- Attention
- Language Development
- Learning and Memory Profile
- Spatial Skills
- Fine Motor Development
- Executive Functioning Skills
- Social and Emotional Functioning

Report Writing

Feedback Session

Fee includes participation in Individualized Education Program (IEP) meeting if requested

\*Testing usually conducted over two days, 9:00 am - 3:00 pm

Please contact me with any additional questions.

Cheers,

Clinical Neuropsychologist  
UCLA Clinical Faculty  
Semel Institute for Neuroscience and Human Behavior  
David Geffen School of Medicine

11340 Olympic Blvd.  
Suite 250  
Los Angeles, CA 90064  
(Office) 626-765-4482  
(Fax) 888-887-6256  
oboxer@me.com

Tax ID: 46-0570414

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Ratification of Agreement #17-35 – Casa Pacifica School (Freeman/Sugden)**

---

Requesting ratification for Non-Public School (NPS) services for Student AS051306, for the 2017-2018 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: AS051306

**FISCAL IMPACT:**

Tuition: \$176.00 per diem x 200 days = \$35,200.00  
(Including 20 days of Extended School Year)

Individual Counseling : \$60.60 per hour x 2 hrs. per month x 12 = \$1,454.40

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

**Grand Total: \$44,254.40 – 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 #17-35 with Casa Pacifica School, NPS, in the amount not to exceed \$44,254.40.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-35, Casa Pacifica School (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-35

THIS AGREEMENT made and entered into this 6th day of September 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: AS051306**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2017-2018** school year at a daily rate of \$176 for 200 days; this includes 20 days of extended school year through July 13, 2018; individual counseling \$60.60 per hour for 2 hours a month for 12 months and a \$38 daily rate for round trip transportation; services not to exceed **\$44,254.40.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #17-35

### Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$44,254.40** for **Student: AS051306**.

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



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #17-35

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-35

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Ratification of Agreement #17-36 – Casa Pacifica School (Freeman/Sugden)**

---

Requesting ratification for Non-Public School (NPS) services for Student DM091308, for the 2017-2018 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: DM091308

**FISCAL IMPACT:**

Tuition: \$176.00 per diem x 200 days = \$35,200.00  
(Including 20 days of Extended School Year)

Speech Services: \$341.33 per month x 12 months = \$4,095.96

Individual Counseling: \$60.60 per hour x 2 hrs per month x 12 months = \$1,454.40

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

**Grand Total: \$48,350.36 – 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 #17-36 with Casa Pacifica School, NPS, in the amount not to exceed \$48,350.36.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-36, Casa Pacifica School (4 Pages)





# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-36

THIS AGREEMENT made and entered into this 6th day of September 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: DM091308**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2017-2018** school year at a daily rate of \$176 for 200 days; this includes 20 days of extended school year through July 13, 2018; Speech Services at a \$341.33 per month rate for 12 months, individual counseling at a \$60.60 per hour rate for 2 hours a month, and a \$38 daily rate for round trip transportation; services not to exceed **\$48,350.36**.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-36

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$48,350.36** for **Student: DM091308**.

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



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #17-36

### Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-36

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Ratification of Agreement #17-37 – Casa Pacifica School (Freeman/Sugden)**

Requesting ratification for Non-Public School (NPS) services for Student JF081705, for the 2017-2018 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil’s individual educational plan as specified in the individual service agreement.

Student: JF081705

**FISCAL IMPACT:**

Tuition: \$176.00 per diem x 200 days = \$35,200.00  
(Including 20 days of Extended School Year)

Individual Counseling: \$60.60 per hour x 2 hrs per month x 12 months = \$1,454.40

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

**Grand Total: \$44,254.40 – 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 #17-37 with Casa Pacifica School, NPS, in the amount not to exceed \$44,254.40.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-37, Casa Pacifica School (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-37

THIS AGREEMENT made and entered into this 6th day of September 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: JF081705**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2017-2018** school year at a daily rate of \$176 for 200 days including 20 days of extended school year through July 13, 2018, individual counseling at a hourly rate of \$60.60 for 2 hours, and a \$38 daily rate for round trip transportation; services not to exceed **\$44,254.40.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-37

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$44,254.40** for **Student: JF081705**.

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-37

Page 3

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

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

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

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





# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-37

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-105 - 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, 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 (5)**

AG042413    AH082913  
AM082113    LS060314  
EV120612

**FISCAL IMPACT:**

Tuition Pre-K:            \$850.00 monthly rate x 5 students x 11 months = \$46,750.00  
(including Extended School Year; ESY)

**Grand Total: \$46,750.00** - 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 #17-105 with Assistance League School, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #17-105, 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 #17-105

THIS AGREEMENT, made and entered into this 6th day of September 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 (5)**

AG042413

AH082913

AM082113

LS060314

EV120612

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 **\$46,750.00.**

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 **\$46,750.00** for students listed on page one of this Agreement #17-105.

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: 9/6/17

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

**Ratification of Agreement #17-110 – Teaching Learning Creating, Plus (TLC+), Non-Public School (Freeman/Sugden)**

Requesting ratification of Non Public School (NPS) services for student NC072504 for the 2017-2018 school year, including Extended School Year. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: NC072504

**FISCAL IMPACT:**

Tuition: \$149.19 per diem x 200 days = \$29,838.00  
(Including 20 days of Extended School Year)

Speech & Language: \$100.00 per hour x 3.3 hours = \$330.00

Counseling & Guidance: \$60.00 per hour x 12 months = \$720.00

Snack and Lunch: \$3 daily rate x 200 days = \$600.00

Transportation: \$30.00 daily rate for 200 days = \$6,000.00

**Grand Total: \$37,488.00 - Special Education Funds**

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-110 with Teaching Learning Creating, Plus, Non-Public School, in the amount not to exceed \$37,488.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-110, Teaching Learning Creating, Plus (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-110

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of September 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Teaching Learning Creating, Plus (TLC+), hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: NC072504**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2017-2018** school year at a daily rate of \$149.19 for 200 days; this includes 20 days of extended school year through July 16, 2018; speech and language services at an hourly rate of \$100.00/hr. for 3.3hrs., counseling and guidance at an hourly rate of \$60.00/hr. for 12 hours, snack/lunch at a daily rate of \$3 for 200 days; and a \$30 daily rate for round trip transportation; services not to exceed **\$37,488.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-110

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$37,488.00** for Student: **NC072504.**

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





# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-110

Page 3

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

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

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

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



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

AGREEMENT #17-110  
Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hilda Salas, Director  
Teaching Learning Creating, Plus, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Ratification of Agreement #17-111 – Teaching Learning Creating, Plus (TLC+), Non-Public School (Freeman/Sugden)**

Requesting ratification of Non Public School (NPS) services for student JG052605 for the 2017-2018 school year, including Extended School Year. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: JG052605

**FISCAL IMPACT:**

Tuition: \$149.19 per diem x 200 days = \$29,838.00  
(Including 20 days of Extended School Year)

Individual Counseling: \$60.00 per hour x 2 hours x 12 months = \$1,440.00

Counseling & Guidance: \$60.00 per hour x 35.25 hours = \$2,115.00

Snack and Lunch: \$3 daily rate x 200 days = \$600.00

Transportation: \$30.00 daily rate for 200 days = \$6,000.00

**Grand Total: \$39,993.00 - Special Education Funds**

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-111 with Teaching Learning Creating, Plus, Non-Public School, in the amount not to exceed \$39,993.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-111, Teaching Learning Creating, Plus (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-111

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of September 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Teaching Learning Creating, Plus (TLC+), hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: JG052605**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2017-2018** school year at a daily rate of \$149.19 for 200 days; this includes 20 days of extended school year through July 16, 2018; individual counseling at an hourly rate of \$60.00 for 2 hours for 12 months; counseling guidance at an hourly rate of \$60.00 for 35.25 hours; snack/lunch at a daily rate of \$3 for 200 days; and a \$30 daily rate for round trip transportation for 200 days; services not to exceed **\$39,993.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-111

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$39,993.00** for Student: **JG052605**.

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-111

Page 3

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

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

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

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



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

AGREEMENT #17-111  
Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hilda Salas, Director  
Teaching Learning Creating, Plus, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-120 – Endtest Pro Psychology Inc. (Freeman/Sugden)**

Requesting approval for Mandy Stern, Ed.M., Licensed Educational Psychologist with Endtest Pro Psychology Inc., to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete psychoeducational evaluations on due process claims.

**FISCAL IMPACT:**

Not to exceed \$30,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-120 with Endtest Pro Psychology Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-120, Endtest Pro Psychology Inc. (13 Pages)  
Proposal/Rate Sheet (1 Page)



## OXNARD SCHOOL DISTRICT

### Agreement #17-120

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Endtest Pro Psychology Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 16, 2017 through June 30, 2017 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

To Consultant: Endtest Pro Psychology Inc.  
417 S. Rodeo Drive  
Beverly Hills, CA 90212  
Attention: Mandy Stern, Ed.M.  
Phone: (310) 801.4678  
Email: [mandy@endtestpro.com](mailto:mandy@endtestpro.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:**

**ENDTEST PRO PSYCHOLOGY INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_



- Not Project Related
- Project #17-120

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-120**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES/RATE SHEET**

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

**\*PER ATTACHED SCOPE OF SERVICES/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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-120

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-120**

**COMPENSATION**

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the attached hourly rate sheet 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 \$30,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related  
 Project #17-120

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-120**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

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

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related

Project #17-120

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 #17-120

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-120**

**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, **ENDTEST PRO PSYCHOLOGY INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



Mandy Stern, Psychologist  
257 S. LaPeer Dr.  
Beverly Hills, CA 90211  
*Endtestpro.com 310\_801\_4678*

Rate: \$200/per hour, travel time excluded.

Ceiling per contracted IEE: \$5000

Services for Independent Educational Evaluation (IEE) to include: Comprehensive Psycho-educational Assessment, Discussion of recommendations for eligibility and/or placement, investigation of all areas of suspected disabilities, review of records, observations, parent/teacher interviews, Assessment Tools, Preparation of Written Report and discussion of Report with parent, IEP Team and/or School Personnel.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-121 – Behavior Insights Inc. (Freeman/Sugden)**

---

Behavior Insights Inc. will provide consultant services to Oxnard School District, Special Education Services, during the 2017-2018 academic school year. Services to include:

- Assist in the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming.
- An overall assessment of district needs in the area of applied behavior analysis (ABA) will be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis.
- Consultant will train, support, and expand the current behavior specialist within the Oxnard School District.
- Consultant will assist in any required BCBA (*Board Certified Behavior Analyst*) duties that the district may require, including but not limited to BCBA supervision for Oxnard School District employees who are obtaining board certification.

**FISCAL IMPACT:**

Not to exceed \$100,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-121 with Behavior Insights Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-121, Behavior Insights Inc. (13 Pages)  
Proposal (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-121

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Behavior Insights Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

#### OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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 One Hundred Thousand Dollars (\$100,000.00), 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: Amelia Sugden  
                                      Phone: 805.385.1501, x2175  
                                      Fax: 805.487.9648

To Consultant:               Behavior Insights Inc.  
                                      6345 Balboa Blvd., Suite 163  
                                      Encino, CA 91316  
                                      Attention: Tammy Van Fleet  
                                      Phone: (805) 506.3390  
                                      Email:

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:**

**BEHAVIOR INSIGHTS INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #17-121

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-121**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-121

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-121**

**COMPENSATION**

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

Total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00), 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 \$100,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #17-121

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-121**

**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 #17-121

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 #17-121

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-121**

**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, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

#### Consultation Description:

The scope of the consultation services provided will include the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming. An overall assessment of district needs in the area of applied behavior analysis (ABA) will be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis. The training protocol will be designed and trained to be implemented to fidelity within the field of ABA. Additionally, consultation services will be used to train, support, and expand the current behavior specialist, as well as the behavior team within OSD. These services will assist in creating legally defensible programs for children with disabilities, which will include curriculum, classroom, and behavior programming. Consultation services will assist in any required BCBA duties that the district may require, including but not limited to, BCBA supervision and RBT supervision for OSD employees who are obtaining/maintaining board certification.

#### Proposed Contract Agreement:

-\$100,000.00 (August 2017 – July 2018)

- Hourly rate \$180

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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 \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-122 – MyTherapyCompany, LLC (Freeman/Sugden)**

---

MyTherapyCompany, LLC will provide supplemental staffing including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. MyTherapyCompany, LLC will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

**FISCAL IMPACT:**

Not to exceed \$30,000.00, per hourly rate stated on 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 ratify Agreement #17-122 with MyTherapyCompany, LLC.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-122, MyTherapyCompany, LLC (13 Pages)  
Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-122

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and MyTherapyCompany, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through July 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 Thirty Thousand Dollars (\$30,000.00), per the hourly rate on attached rate sheet, 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: MyTherapyCompany, LLC  
2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026  
Attn: Pradeesh Thomas  
Phone: 866.447.6916  
Email: [erobinson@thesteppingstonesgroup.com](mailto:erobinson@thesteppingstonesgroup.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:**

**MYTHERAPYCOMPANY, LLC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #17-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-122**

**SERVICES**

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

**Provide temporary service providers to Oxnard School District including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist.**

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

N/A

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-122

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-122**

**COMPENSATION**

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the hourly rate on attached rate sheet, 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 \$30,000.00, per the hourly rate on attached rate sheet, as provided in Section 4 of this Agreement.**



**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-260**

**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 #17-122

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 #17-122

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-122**

**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, **MYTHERAPYCOMPANY, LLC**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

# MTC THERAPY RATES

17-18SY

SLPA, COTA, PTA

Rate of \$64/hour

Speech and Language Services

Rate of \$82/hour

Occupational Therapy Services

Rate of \$72.50/hour

Physical Therapy Services

Rate of \$70/hour

School Psychologist Services

Rate of \$85/hour

SPED Instructors, SDC Teachers

Rate of \$67/hour



**CALIFORNIA DEPARTMENT OF EDUCATION  
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION**

Date: November 18, 2016  
 Site Administrator: Molly Shams  
 Nonpublic Agency: My Therapy Company  
 NPA ID: 2A-CO-001  
 Site Address: 207 W Canyon Boulevard, Ste. 202  
 City: Boulder CO 80302  
 Maximum Capacity: 75+

**2017 CERTIFICATION STATUS:**

**CONDITIONAL**     Amended

A conditional certification indicates that the applicant has not met all the certification requirements. However, the applicant can continue serving publically placed students throughout the term of the certification.

**EFFECTIVE DATES:**

January 01, 2017 *through* December 31, 2017

**Authorized Sites to Serve:**  LEAs     NPA Sites     NPS Site     Virtual Services

**Authorized to Provide the Following Related Services:**

- |                              |                              |                                          |                                        |                               |                               |                                                     |
|------------------------------|------------------------------|------------------------------------------|----------------------------------------|-------------------------------|-------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> APE | <input type="checkbox"/> BII | <input checked="" type="checkbox"/> LSDR | <input checked="" type="checkbox"/> OT | <input type="checkbox"/> RS   | <input type="checkbox"/> VS   | <input type="checkbox"/> LI:                        |
| <input type="checkbox"/> AS  | <input type="checkbox"/> CG  | <input type="checkbox"/> MT              | <input type="checkbox"/> PCT           | <input type="checkbox"/> SDTI | <input type="checkbox"/> VECD | <input type="checkbox"/> Other Services Authorized: |
| <input type="checkbox"/> ATS | <input type="checkbox"/> EE  | <input type="checkbox"/> NMCRB           | <input checked="" type="checkbox"/> PS | <input type="checkbox"/> SW   |                               |                                                     |
| <input type="checkbox"/> BID | <input type="checkbox"/> HNS | <input type="checkbox"/> OM              | <input checked="" type="checkbox"/> PT | <input type="checkbox"/> TS   |                               |                                                     |

**Nonmedical Care Room and Board Approved Sites:**  Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code Section 56366.

**DEBRA HESEMAN**

Interagency Nonpublic Schools and Agencies Unit  
 Special Education Division

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

- 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**    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-125 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

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

**Students 2017-2018:**

OL083008	\$28,248.00	RS052408	\$22,980.90
AA120506	\$28,251.78	AD091102	\$30,085.32 (bus aide)
GG111603	\$46,324.04	MG021504	\$46,324.08 (bus aide)
JS010805	\$ 6,080.48 (bus aide)	VV030307	\$ 6,259.52 (bus aide)

**FISCAL IMPACT:**

\$214,554.12 - 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 #17-125 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$214,554.12.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #17-125, Ventura County Office of Education (8 Pages)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 20, 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.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield 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, 330 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 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> \$ _____	+	UPCOMING: <u>2017-2018</u> (8/17/2017-2/22/2018) \$ <u>28,248.00</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 \$ 28,248.00 (2017-2018 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 22, 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.

1. This agreement pertains to providing exceptional service(s) for, AA120506, 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, 330 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 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u> (8/17/2017-2/22/2018)
	\$ _____	\$ <u>28,251.78</u>

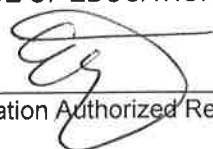
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 28,251.78 (2017-2018 fiscal year)

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





# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **May 27, 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.

1. This agreement pertains to providing exceptional service(s) for, GG111603, a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton** 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, 1944 min weekly.**

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

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	(8/16/2017-5/15/2018) \$ <u>46,324.04</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 \$ 46,324.04 (2017-2018 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective May 11, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

- 13. This agreement pertains to providing exceptional service(s) for, JS010805, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
- 14. 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.
- 15. 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 during transportation to and from school, 60 min daily.

- 16. 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.
- 17. 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.
- 18. The term of this contract shall begin 8/16/2017 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> \$ _____	+	UPCOMING: <u>2017-2018</u> (8/16/2017-5/3/2018) \$ <u>6,080.48</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:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 6,080.48 (2017-2018 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 2, 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.

1. This agreement pertains to providing exceptional service(s) for, RS052408; 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, 330 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 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/2/2017 (IEP date= 1/10/2017), 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:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	(8/17/2017-1/10/2018) \$ <u>22,980.90</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:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 22,980.90 (2017-2018 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective February 12, 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.

13. This agreement pertains to providing exceptional service(s) for, \_\_\_\_\_ AD091102 \_\_\_\_\_ a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.

14. 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.

15. 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 Circumstance services throughout the school day and during transportation to and from school, 400 min daily.

16. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

17. 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.

18. The term of this contract shall begin 2/12/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u>		UPCOMING: <u>2017-2018</u> (8/17/2017-2/3/2018)
	\$ _____	+	\$ <u>30,085.32</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:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 30,085.32 for fiscal year 17-18

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **May 1, 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.

1. This agreement pertains to providing exceptional service(s) for, MG021504 a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day and during transportation to and from school, 390 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 5/1/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2016-2017</u>		UPCOMING: <u>2017-2018</u> (8/17/2017-5/10/2018)
	\$ _____	+	\$ <u>46,324.08</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:  Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 46,324.08 (2017-2018 Fiscal Year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 17, 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.

1. This agreement pertains to providing exceptional service(s) for, VV030307 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 during transportation to and from school, 60 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 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date 4/25/2017), 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>2016-2017</u>		UPCOMING: <u>2017-2018</u>
	\$ _____	+	8/17/2017-4/25/2018 \$ <u>6,259.52</u>

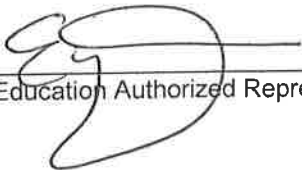
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 6,258.52 (2017-2018 fiscal year)

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

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Ratification of Agreement #17-128 – B.J. Freeman, Ph.D. (Freeman/Sugden)**

B.J. Freeman, Ph.D., will provide Independent Education Evaluator Services to the Special Education Department during the 2017-2018 academic year. The consultant will provide complete evaluations including diagnostic assessment, cognitive measures, review of records and previous assessments, contact with school providers and written reports for children with autism. School/classroom observation and/or attending an IEP will be billed separately at \$250.00 per hour including travel time.

**FISCAL IMPACT:**

Not to exceed \$20,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-128 with B.J. Freeman, Ph.D.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-128, B.J. Freeman, Ph.D. (13 Pages)  
Scope of Services (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-128

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and B.J. Freeman, Ph.D. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation 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:               B.J. Freeman, Ph.D.  
                                      10465 Eastborne Ave., #302  
                                      Los Angeles, CA 90024  
                                      Phone: (310) 440.8543  
                                      Fax: (310) 237.5769  
                                      Email: [bjf007@aol.com](mailto:bjf007@aol.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:**

**B.J. FREEMAN, Ph.D.:**

\_\_\_\_\_  
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 #17-128

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-128**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES**

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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-128

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-128**

**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.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-128**

**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 #17-128

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 #17-128

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-130**

**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, **B.J. FREEMAN, Ph.D.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

**B. J. Freeman, Ph.D.** CA Lic. PSY 4826  
Clinical Psychologist  
Autism Spectrum and Related Developmental Disorders

Ph 310-440-8543 Fax 310-237-5769 E-mail [bjf007ca@aol.com](mailto:bjf007ca@aol.com)

---

### **School District Assessment/IEE**

The assessment needs of children with Autism Spectrum Disorder vary with the child's age, level of functioning and the reason for assessment. The following fee schedule has been established to reflect these various needs and allows me to tailor the assessment to the child's individual needs.

My fee for an Independent Educational Evaluation is \$4500-\$5000, depending on the child's age and level of testing required. Per School District contract or agreement, the evaluation will include the diagnostic assessment, cognitive measures, review of records and previous assessments, contact with school providers, and written report.

School/classroom observation and/or attending an IEP is billed separately at \$250 per hour, including travel time.

The evaluation will take place in my office, located at 2035 Westwood Blvd., Ste. 102, Los Angeles CA 90025. The child's parents will be mailed an appointment packet which will include both parent and teacher forms to be completed and returned prior to the scheduled appointment(s).

I look forward to working with your district. If you need any additional information at this time, I can be reached at 310-440-8543 or by e-mail at [bjf007ca@aol.com](mailto:bjf007ca@aol.com). (For contracts or forms to be mailed, my mailing address is: 10465 Eastborne Ave. #302, Los Angeles CA 90024.)



B. J. Freeman, Ph.D.  
Professor Emerita of Medical Psychology  
UCLA School of Medicine

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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 \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-130 – Carren J. Stika, Ph.D. (Freeman/Sugden)**

Requesting approval for Carren J. Stika, Ph.D, Licensed Clinical Psychologist, to provide Independent Education Evaluator Services to the Special Education Department during the 2017-2018 academic year. The consultant will provide a complete psychoeducational evaluation as well as “attend” regular IEP’s via phone on due process claims.

**FISCAL IMPACT:**

Not to exceed \$24,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-130 with Carren J. Stika, Ph.D.

**ADDITIONAL MATERIAL(S):**

Attached: Agreement #17-130, Carren J. Stika, Ph.D. (13 Pages)  
Scope of Services (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-130

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Carren J. Stika, Ph.D. (“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 August 16, 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 Twenty-Four Thousand Dollars (\$24,000.00), 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: Carren J. Stika  
3821 Front Street  
San Diego, CA 92103  
Phone: (619) 794.2059  
Fax: (619) 795.7590  
Email: [carrenjstika@gmail.com](mailto:carrenjstika@gmail.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:**

**CARREN J. STIKA, Ph.D.:**

\_\_\_\_\_  
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 #17-130

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-130**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES**

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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-130

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-130**

**COMPENSATION**

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

Total compensation shall not exceed Twenty-Four Thousand Dollars (\$24,000.00), 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 \$24,000.00, as provided in Section 4 of this Agreement.**



- Not Project Related
- Project #17-130

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-130**

**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 #17-130

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities 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 #17-130

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-130**

**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, **CARREN J. STIKA, Ph.D.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

# Carren Jean Stika, Ph.D.

---

3821 Front Street · San Diego, California 92103  
Tel: 619.794.2059 · Fax: 619.795.7590 · E-mail: [carrenjstika@gmail.com](mailto:carrenjstika@gmail.com)  
License #: PSY13613

To Whom It May Concern:

You requested a statement summarizing the services I offer in conjunction with performing an **Independent Educational Evaluation (IEE)**, as well as the fees for those services. Although each psychoeducational evaluation I conduct is tailored individually to respond to the specific referral questions and concerns for a given child, in general an evaluation typically includes the following components:

- Discussion with referring party with regard to primary concerns and questions to be addressed by the evaluation
- Review of pertinent medical and educational records
- Initial meeting with parents to gather background information and to understand better their questions and concerns
- Discussion with teachers, school officials, and other pertinent individuals who interact with the child (e.g., Resource Room Teacher, SLP Therapist, Counselor, Physician)
- Classroom observation
- Evaluation of child with the following domains assessed (parents and teachers are also asked to complete several questionnaires regarding the child's functioning in these domains):
  - Cognitive/Problem-solving Skills/ Executive Functions/Memory/Attention
  - Communication
  - Visual Motor Integration
  - Academic Achievement
  - Social & Emotional Functioning
  - Personality
  - Adaptive Behavior

## **Fees for Services:**

- Psychoeducational evaluation, including written report: **\$4,200.00**
- For work conducted more than 20 miles from my office, travel time: **\$100.00/hour**
- For work conducted more than 20 miles from my office, use of personal auto: **\$.535/mile**
- Travel expenses (e.g., hotel, airplane, rental car, parking, per diem set at federal rate)
- Attendance at regular IEP (either in person or by phone): **\$175.00/hour**
- Testifying at Hearing, Mediation, and/or Providing a Deposition: **\$225.00/hour**

If you have any questions or need additional information, please do not hesitate to call me at 619.794.2059. I look forward to the possibility of working with you.

Sincerely,

Carren J. Stika, Ph.D.  
Clinical Psychologist, Lic # PSY13613  
Certified Deaf/Hard of Hearing Teacher

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-131 – Karen Schnee (Freeman/Sugden)**

---

Karen Schnee will provide Independent Education Evaluator Services to the Special Education Department during the 2017-2018 academic year to complete evaluations.

**FISCAL IMPACT:**

Not to exceed \$30,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-131 with Karen Schnee.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #17-131, Karen Schnee (13 Pages)  
                         Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-131

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Karen Schnee (“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 August 16, 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 Thirty Thousand Dollars (\$30,000.00), 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: Karen Schnee  
20700 Ventura Blvd., Suite 228  
Woodland Hills, CA 91364  
Phone: (818) 363.1912  
Fax: (818) 999.9192  
Email: [kslearn@aol.com](mailto:kslearn@aol.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:**

**KAREN SCHNEE:**

\_\_\_\_\_  
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 #17-131

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-131**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES**

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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-131

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-131**

**COMPENSATION**

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), 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 \$30,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #17-131

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-131**

**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 #17-131

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities 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 #17-131

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-131**

**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, **KAREN SCHNEE**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

**Karen Schnee M.A.  
Speech/Language Pathologist  
License #6287  
Board Certified Educational Therapist #10175**

**2017-2018 Rates**

<b>Service</b>	<b>Hourly Rate</b>
Testing.....	180.00
Speech Therapy.....	160.00
Educational Therapy.....	160.00
Attendance at an IEP.....	180.00
Expert Witness at Due Process.....	300.00
	<b>Flat Rate</b>
IEE Academic Achievement.....	3000.00
IEE Speech and Language.....	3000.00

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/16/17

- 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**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-132 – Children’s Therapy Network Inc. (Freeman/Sugden)**

Children’s Therapy Network Inc. will provide supplemental staffing to the Oxnard School District on an “as needed” basis. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist
- Physical Therapist
- Occupational Therapist
- Recreational Services
- Licensed Assistant
- Evaluations/Assessments

**FISCAL IMPACT:**

Not to exceed \$60,000.00 per attached Service Fee Schedule – Special Education Funding

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-132 with Children’s Therapy Network Inc.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #17-132, Children’s Therapy Network (4 Pages)  
Service Fee Schedule (1 Page)



**CHILDREN'S THERAPY NETWORK, INC.**  
**1234 EAST MAIN STREET**  
**VENTURA, CA 93001**  
**805-667-8200 PHONE ~ 805-667-8201 FAX**

---

AGREEMENT FOR CONSULTATION SERVICES

This agreement, made and entered into [REDACTED] September 6, 2017 by Children's Therapy Network, Inc., hereinafter called "Consultant" and Oxnard School District, hereinafter called "OSD".

RECITALS

Whereas, Consultant is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and OSD require these services and advice, and whereas OSD has a need for such specialized services; now therefore OSD and Consultant mutually agree as following:

A. Services to be provided by Consultant

- a. Consultant will render the services described below:  
Consultant shall perform evaluations, advisory and consulting services in **Speech Language Therapy, Physical Therapy, Occupational Therapy, and licensed assistant and Parent Education classes**, and will provided services for clients with such needs according to the students Individualized Plan. This includes the attendance of any and all schedule meeting in regard to the client and any report thereof.
- b. Consultant will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of OSD, and the means or manner by which such result is to be accomplished,
- c. If Consultant is a regular employee of a public entity, all services which Consultant renders under this agreement will be performed at times other than Consultant's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement

- a. The agreement shall be for a period beginning July 1, 2017 through July 30, 2018.
- b. Upon a showing of good and sufficient cause by Consultant, OSD may, at its discretion, grant such extensions of time as it may deem advisable; provided, however, OSD shall not be obligated to pay consultant any additional consideration if such an extension of time has been granted unless Consultant undertakes additional services, in which instance the consideration shall be implemented as OSD and Consultant shall agree.

C. Services to be provided by OSD

- a. OSD will prepare and furnish to Consultant upon request such information as is reasonable necessary to the performance of Consultant's work under this agreement.

D. Consultant's Fee and Payment Thereof

- a. OSD will pay Consultant for services rendered under this agreement the amount or amounts set forth below on the payment terms set forth below:

1. In consideration of the services to be rendered by the Consultant, OSD agrees to pay to the Consultant a fee at the rate of 125.00 per discipline service, per hour, per client. For an evaluation a fee rate of \$500.00 per discipline service. Evaluations will include testing and written report. Consultant's fees shall be paid monthly by OSD upon receipt of invoice detailing the fees incurred for the previous month. See attached exhibit for details.
2. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of \$125.00.
3. Administrative time will be paid at the hourly rate of 125.00 for any additionally requested services, such as , but not limited to observations of students, staff training, report writing this is outside of an evaluation request, and administrative duties that the school requests from the consultant outside of the normal IEP duties.
4. All services rendered by Consultant must be in accordance with the student's Special Education referral or IEP. OSD will provide the consultant with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist the consultant provide the prescribed therapy.
5. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that dictated within student IEP's or referrals and that were not provided due to administrator error or unavailability. Compensatory services will not to be issued when a student fails to take advantage of a service as offered.
6. Drive time: ~~OSD agrees to be the hourly fee for drive time for CTN therapists to commute to and from CTN office to school location.~~
7. Mileage: ~~OSD will pay .59 cents per mile driven to serve OSD students.~~

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If , at any time during the performance of this agreement, OSD determined, at OSD's sole discretion, that Consultants services are any time during the performance of this agreement OSD determined at its sole discretion, to suspend indefinitely or abandon the work under this agreement, OSD shall have the right to cancel this agreement and terminate the performance of Consultant's service hereunder. In the event of such cancellation, OSD shall give written notice to Consultant of its intention to cancel thirty (30) days in advanced of the effective date of the cancellation. If Consultant is unable to perform services set forth on this agreement, a call must be made within five (5) working days to notify and a written notice by Consultant of their intent to cancel this agreement will be sent thirty (30) days in advance of the effective date of the cancellation.
- b. If the cancellation is the result of OSD's decision to suspend indefinitely or abandon the work under this agreement, OSD shall be obligated to pay Consultant only for those services performed by Consultant through the effective date cancellation to termination.

6. Hold Harmless

- a. Consultant hereby agrees to save and hold harmless OSD and its department, agencies, officers or employees from all sums which OSD or any of its department, agencies, officers, may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by Consultant and ceased error, omission, or act of Consultant or any person employed by him or her or of any others for whose acts Consultants are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

7. Miscellaneous

- a. Insurance – Consultant shall maintain professional liability insurance in the amount of at least \$1,000,000.00 covering Consultant and the practice. Consultant shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this contract. In the event any coverage required this contract is cancelled for any reason OSD shall be given thirty (30) days notice of such cancellation from either the insurer, Consultant, or both.
- b. Indemnification – OSD will relieve and indemnify Consultant, their agents and employees from liability to third parties for any loss, cost, claim, damage, or expense arising as a result or consequences of the alleged negligence of OSD, its officers, agents, and employees.

8. Special Provisions

- a. Consultant shall comply with all federal, state and local laws and ordinances applicable to such work.
- b. This agreement may be amended by the mutual written consent of the parties.

Contractor:

Children's Therapy Network Inc.  
DBA Cooperative Therapy Network  
1234 E Main Street  
Ventura Ca. 93001

Agency: Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

\_\_\_\_\_  
Contractor Signature and Title

\_\_\_\_\_  
Agency Signature and Title  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



**ADDENDUM TO Oxnard School District**

This Addendum (this "Addendum") is entered in by Children's Therapy Network, Inc., a California Corporation ("CTN"), and Oxnard School District ("Recipient"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated Sept. 6, 2017 ("Contract"), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledged, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand (\$6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.
2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.
3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children's Therapy Network, Inc. a California Corporation

By:   
Cassandra Woods, DPT, PT, CLO

Oxnard School District.

BY: \_\_\_\_\_  
Print Name: Lisa A. Franz  
Title: Director, Purchasing



**NAME OF NONPUBLIC, NONSECTARIAN AGENCY: Children's Therapy Network  
(Cassandra Woods)  
DATE: May 11, 2017**

**SERVICE FEES**

*(include only the services your agency currently has qualified staff.)*

<b>DESIGNATED INSTRUCTION AND SERVICES AND RELATED SERVICES</b>	<b>Per Hour</b>	<b>Per Day</b>	<b>Per Month</b>
Language and Speech Development and Remediation <b>(LSDR)</b>	\$125.00		
Occupational Therapy Services <b>(OT)</b>	\$125.00		
Physical, Occupational, or Speech Evaluation with written report		\$500.00 TOTAL	
Physical Therapy Services <b>(PT)</b>	\$125.00		
Adaptive Recreation Therapy <b>(ART)</b>	\$100.00		
Other <b>(OTH)</b> Sensory Integration and Praxis Test			\$850.00 (per test)
Physical/Occupation/Speech Therapy and Feeding Evaluation			\$ 500.00 (per eval)
Group (2 – 4) students PT, OT, SLP, and Recreational Therapy services <b>(PT, OT, LSRD)</b>	\$85.00 (Per individual student)		
Infant Massage Instruction for Parenting Skills and Therapeutic intervention. Up to 5 classes <b>(OTH)</b>	\$50.00 per class		250.00 (for 5 session Class)
Hanen® "It Takes Two To Talk" and "More than Words" parent training Class for Language Development. (14 Week Class, 3 Individual Sessions with SLP, 8 group sessions, workbook, and videotaping sessions) <b>(OTH), (LSDR)</b>			\$2500.00 (complete class)

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-137 – Dr. David Gilbertson, Ph.D. (Freeman/Sugden)**

Dr. Gilbertson, Licensed Educational Psychologist, will provide Independent Education Evaluator Services to the Special Education Department during the 2017-2018 academic year to complete comprehensive independent educational evaluations.

**FISCAL IMPACT:**

Not to exceed \$33,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-137 with Dr. David Gilbertson, Ph.D.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #17-137, Dr. David Gilbertson, Ph.D. (13 Pages)  
Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-137

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Dr. David Gilbertson, Ph.D. (“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 August 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Thirty-Three Thousand Dollars (\$33,000.00), 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: Dr. David Gilbertson, Ph.D.  
3905 State Street, #7-352  
Santa Barbara, CA 93105  
Phone: (808) 264.2246  
Fax: ( )  
Email: [dgilbertson51@gmail.com](mailto:dgilbertson51@gmail.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:**

**DR. GILBERSTON, Ph.D.:**

\_\_\_\_\_  
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 #17-137

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-137**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES/RATE SHEET**

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

**\*PER ATTACHED SCOPE OF SERVICES/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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-137

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-137**

**COMPENSATION**

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

Total compensation shall not exceed Thirty-Three Thousand Dollars (\$33,000.00), 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 \$33,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #17-137

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-137**

**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 #17-137

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 #17-137

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-137**

**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, **DR. DAVID GILBERTSON, Ph.D.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

DAVID GILBERTSON, Ph.D.  
Licensed Educational Psychologist  
Licensed Marriage Family Therapist  
3905 State Street, Suite 7-352  
Santa Barbara, California 93105  
(808) 264-2246

---

**RATE SHEET**  
**Independent Educational Evaluations**  
**2017-2018**

Adaptive Behavior	\$600
Academic Achievement	\$750
ADHD/Attention	\$750
Auditory Perception/Processing	\$500
Autism	\$850
Cognitive/Intelligence	\$850
Developmental History	\$500
Executive Function	\$750
Functional Behavior Assessment	\$2000
IEP Attendance	\$375
Record Review	\$375
School Observation	\$600
Social Emotional	\$850
Visual Motor Integration	\$500
Other Areas:	\$250/hour
Flat Rate for Comprehensive IEE	\$5,500

**\*NOTE:** A flat rate fee of \$5,500 is charged for comprehensive independent educational evaluations. Areas to be assessed are determined by the referral questions and requirements for a comprehensive assessment in areas of suspected educational disability. Requests for assessment in areas not listed will be billed at the hourly rate of \$250 or as otherwise agreed.



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

- 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**    **1<sup>st</sup> Reading** \_\_\_\_\_ **2<sup>nd</sup> Reading** \_\_\_\_\_

**Ratification of Agreement #17-140 – VCOE – Hearing Conservation & Audiology Services (Freeman/Sugden)**

---

VCOE-Hearing Conservation & Audiology Services, through coordination with district nursing staff, will conduct hearing screenings for Oxnard School District Special Education students for the 2017-2018 school year. Hearing screenings are mandated in grades K, 2, 5 and 8. VCOE-Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services.

**FISCAL IMPACT:**

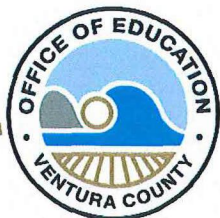
Not to exceed \$75,000.00 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-140 with VCOE – Hearing Conservation & Audiology Services.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #17-140, VCOE-Hearing Conservation & Audiology Services (8 Pages)



**Hearing Conservation & Audiology Services**

5100 Adolfo Road, Camarillo, CA 93012  
805-437-1380 • FAX: 805-389-4297

---

**VENTURA COUNTY OFFICE OF EDUCATION**

Stanley C. Mantooth, County Superintendent of Schools

**Services Agreement**

This Services Agreement (the "Agreement") is made and entered into this first day of July, 2017

by and between Oxnard School District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete

all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**TIME OF PERFORMANCE.** The term of this agreement shall commence on July 1, 2017 and may be terminated by either the District or the Provider for cause upon written notice to the other party. If not terminated, this contract will remain in effect until a new or altered contract is requested by either the District or the Provider.

**PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Superintendent within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed. The Superintendent reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Superintendent's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Superintendent is disputed, the Superintendent shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between District and Provider.

**ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

**TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by

like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

**District:**

School District: Oxnard  
Attn: Amelia Sugden  
Address: 1051 South A Street  
Oxnard, CA 93030

**Provider:**

Ventura County Office of Education  
Attn: [REDACTED] Director of Internal Business  
5189 Verdugo Way Lisa Cline  
Camarillo, CA 93012

**WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

**COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

**INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless District, its governing Board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, however caused, resulting directly or indirectly from or connected with Provider's negligence or wrongful acts or omissions.

District agrees to defend, indemnify, and hold harmless Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses including legal fees and costs, however caused, resulting directly or indirectly from or connected with District's negligence or wrongful acts.

**INSURANCE.** District and Provider each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.

**SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

**GOVERNING LAW AND VENUES.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Ventura, State of California.

**ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

**ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

**DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.

**NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

**WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.


**SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

**PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<b>District:</b>	<b>Provider:</b> Ventura County Office of Education
<hr/>	
Signature	Signature
Name: Lisa A. Franz	Tom Etchart
Title: Director, Purchasing	Director, Internal Business Services
Date:	Date: May 26, 2017

**2017 – 2018 STATEMENT OF WORK**

VCOE Hearing Conservation and Audiology Services offers hearing screening, audiological assessment, and educational audiology services for students in Ventura County. These services may be used for:

- Mandated and non-mandated student populations
- General education students, including students with a 504 Plan
- Students in special education with an IEP eligibility other than *hard of hearing*, deaf, *VI* or *OI*.

**Note:** Audiology services for students in special education with low incidence eligibilities are provided through SELPA funding and are *not* included in this contract.

Services and costs are itemized below. A more detailed description of each service follows.

Districts will be billed only for rendered services that pre-authorized by a designated district personnel.

***Schedule of Fees***

Schedule of Hearing Conservation Services	Fees
<i>Staff are credentialed/certified, licensed and qualified to provide these services.</i>	
<b>Hearing Screening</b> (by audiometrist for students in general education classrooms)	\$500/half day \$1000/day
<b>Functional Hearing Screening– Special Education</b> (by audiologist for students with moderate/severe disabilities in special day classes)	\$600/half day \$1200/day
<b>Educational Audiology Services</b> (services to students who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability)	\$130/hour
<b>Audiological/Hearing Evaluation at VCOE</b> (comprehensive testing to determine the presence and characteristics of hearing loss)	\$130
<b>Hearing Aid/Cochlear Implant Evaluation at VCOE</b> (evaluation of a student’s hearing function while using their personal hearing device)	\$200
<b>(Central) Auditory Processing (CAPD) Assessment at VCOE</b> (covers CAPD services through the assessment and report dissemination)	\$850
<b>(Central) Auditory Processing (CAPD) Post-Assessment Services</b> (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour

## DESCRIPTION OF HEARING SERVICES

**HEARING SCREENING.** Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to identify students with a high probability of hearing loss and to monitor students with previous screening failure.

Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver). Students in transitional kindergarten are included at the request of the school district.
- Special education students upon initial entry to special education and every third year thereafter
- Students at first entry into the California public school system, or new to the school district if prior screening records are not readily available
- Students referred due to concerns from school staff or parents
- Students in any grade who did not pass the previous hearing screening or are known to have a hearing problem that needs periodic monitoring
- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver).

Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel. Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.

There will be a second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

Call 805-437-1380 or email [hearing@vcoe.org](mailto:hearing@vcoe.org) to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

**FUNCTIONAL HEARING SCREENING.** Special education students with *moderate/severe disabilities* require advanced expertise and equipment provided by an audiologist. Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of the designated district personnel.

- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening occurs outside of the general education mass screening and does not include a re-test session.

Call 805-437-1380 or email [hearing@vcoe.org](mailto:hearing@vcoe.org) to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

**AUDIOLOGICAL / HEARING EVALUATION SERVICES.** Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by designated district personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>



**HEARING AID/COCHLEAR IMPLANT EVALUATIONS.** Hearing aid evaluations are conducted at VCOE at the referral of designated district personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**EDUCATIONAL AUDIOLOGY SERVICES.** For students with an IEP who do not have a low incidence disability (primary and/or secondary) as well as students in general education (with or without a 504).

Services are requested by designated district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment. HAT for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**(CENTRAL) AUDITORY PROCESSING DISORDER (CAPD) ASSESSMENT.** CAPD assessments are conducted at VCOE to determine a student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Authorization of designated district personnel is required. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**(CENTRAL) AUDITORY PROCESSING (CAPD) POST-ASSESSMENT SERVICES.** The school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

*The form Referral/Authorization for Hearing Services 2017-2018 must be submitted to request this service. Administrator signature is authorization for billing. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**WORK SCHEDULE.** Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

**PAYMENT SCHEDULE.** Districts will be billed quarterly.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

- 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      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-141 – Hollywood Vision Center Optometry, Inc.  
(Freeman/Sugden)**

---

Hollywood Vision Center Optometry, Inc. will provide Independent Education Evaluator Services to the Special Education Department during the 2017-2018 academic year to complete vision evaluations.

**FISCAL IMPACT:**

Not to exceed \$20,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-141 with Hollywood Vision Center Optometry, Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-141, Hollywood Vision Center Optometry, Inc. (13 Pages)  
Rate Sheet (2 Pages)

**OXNARD SCHOOL DISTRICT**

**Agreement #17-141**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and Hollywood Vision Center Optometry Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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: Hollywood Vision Center Optometry, Inc.  
955 Carrillo Drive, #105  
Los Angeles, CA 90048  
Phone: (323) 954.5800  
Fax: (323) 954.5807  
Email: [admin@hollywoodvision.com](mailto:admin@hollywoodvision.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:**

**HOLLYWOOD VISION CENTER  
OPTOMETRY, INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #17-141

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-141**

**SERVICES**

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

**\*PER ATTACHED SCOPE OF SERVICES/RATE SHEET**

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

**\*PER ATTACHED SCOPE OF SERVICES/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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #17-141

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-141**

**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 #17-141

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-141**

**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 #17-141

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 #17-141

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-141**

**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, **HOLLYWOOD VISION CENTER OPTOMETRY, INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



Dr. Elise Brisco, O.D.  
**Hollywood Vision Center**  
Optometry, Inc.

955 CARRILLO DRIVE. SUITE 105  
LOS ANGELES, CA 90048  
www.HollywoodVision.com  
(323)954-5800

Integrative Optometry  
Sports Vision, Concussion  
Vision Therapy  
Children's Vision  
Certified Clinical Homeopath  
Ortho K and Scleral Contact Lenses  
Rehabilitative Vision after Stroke

### EXPLANATION OF PROFESSIONAL FEES

Welcome to the Hollywood Vision Center. I look forward to working with you. The following document is designed to give you information about my professional services and business policies. Please read this carefully. If you have any questions or concerns, please ask us at your appointment

### APPOINTMENTS

It is extremely important to keep your regular appointments in order to increase the likelihood of therapeutic gains. As is customary with most professionals, if you cancel your appointment a 24-hour business day notice is required to avoid being charged your full hourly fee. Please note that if your appointment is on Monday you will need to cancel on Friday during regular business hours to avoid being charged as the office is closed on the weekends. Third party payers will not pay if you do not show for an appointment and those appointments cannot be billed to insurance companies.

My assistants Alexandra and Julie are available for all scheduling needs. We are very flexible and please know we will accommodate your schedule to the best of our ability. We will confirm appointments one to two days prior to the appointment as a courtesy.

### FINANCIAL POLICIES AND THIRD PARTY REIMBURSEMENT

Payment is required at the time of service by check, credit or cash. If your check is returned by the bank for insufficient funds, you are responsible for making the payment in full plus \$35 returned check fee. If unusual circumstances of financial hardship develop, please let me know so that we may discuss possible payment options. We also take Care Credit, and my assistants can guide you through the application process for this medical credit card. As a courtesy, my assistant, will provide a superbill for you so that you may bill your insurance company directly for reimbursement

### TELEPHONE & OTHER PROFESSIONAL CONSULTATIONS

Telephone consultations are charged at quarter-hour segments (based on \$650 per hour), payable by credit card at the time of your consultation. For professional consultations with people whom you have asked or allowed me to speak (attorneys, therapists, teachers, doctors, etc.), I charge in quarter-hour segments. Please call to schedule with my assistant. I also charge for time writing letters/reports about your case or



reading extensive reports or reading or writing extensive emails. These are charges that insurance companies usually do not cover.

If I am subpoenaed, either as an expert or a percipient witness, I require payment for a ½ day or full day, seven days before the day of the hearing or deposition. My fees are \$2,600 for ½ day and \$5,200 for a full day. Preparation or any other additional time needed will be charged at my regular hourly rate in addition to the ½ or full day fee.

Thank you for taking the time to review the above information and I look forward to be able to work with you and your family.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

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

**Ratification of Agreement #17-126 – County of Ventura (Freeman/Ridge)**

---

The communities where the social workers have been placed have been identified by the County of Ventura census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district’s SARB Board, supporting the entire district.

**FISCAL IMPACT:**

Not to exceed \$101,647.00 – MAA Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #17-126 with the County of Ventura.

**ADDITIONAL MATERIAL:**

**Attached:**    Agreement #17-126, County of Ventura (13 Pages)  
                  Exhibit “E” - Annual Cost Share Worksheet (1 Page)  
                  Certificate of Insurance (2 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #17-126

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of September, 2017 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“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 September 5, 2017 to and including June 19, 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, including reimbursement for actual expenses, shall not exceed One Hundred One Thousand Six Hundred Forty-Seven Dollars (\$101,647.00), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- 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 one party giving sixty (60) days written notice to the other, with or without cause.

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. **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.

9. **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.

10. **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.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- 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.

12. **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)

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

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

\_\_\_\_\_ (Initials)

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **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.

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Chris Ridge  
Phone: (805) 385-1501 ext 2161  
Fax: (805) 487-9648

**To Consultant:** County of Ventura  
Human Services Agency  
855 Partridge Drive  
Ventura, CA 93003  
Attn: Michael Powers  
Phone: (805) 477-5444  
Fax: (805) 477-5385

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.

22. **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.

23. **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.

24. **Administration.** CHRIS RIDGE, the Director, Pupil Services, 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.

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

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

27. **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.

28. **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.

29. **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.

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **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:**

**COUNTY OF VENTURA:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

Michael Powers, County Executive Officer  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related  
 Project #17-126

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-126**

**SERVICES**

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

See Exhibit E Attached

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

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

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

- None.  
 See Exhibit E attached

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 #17-126

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-126**

**COMPENSATION**

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

**\*SEE EXHIBIT E ATTACHED**

**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. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. 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 \$101,647.00 as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-126**

**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 #17-126

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities 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 #17-126

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-126**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

**EXHIBIT E**

**Oxnard School District/CFS Healthy Start Agreement 2017-18**

<b>School</b>	<b>Position</b>	<b>Annual Cost</b>	<b>0.75</b>	<b>50% Share of assigned FTE</b>
McKinna	CWSW - Leticia Mendoza	\$110,115	\$82,586	\$41,293
McKinna	CA - Veronica Ortega	\$71,178	\$53,384	\$26,692
<b>Total Cost</b>		<u>\$181,293</u>	<u>\$135,970</u>	<u>\$67,985</u>
<b>PSSF (assigned .75 FTE with .375 paid by PSSF and .375 by OSD)</b>				
Caesar Chavez	CWSW - Amy Jimenez	\$93,742	\$35,153	\$17,577
Caesar Chavez	CA - Maricela Lopez	\$75,118	\$28,169	\$14,085
		<u>\$168,860</u>	<u>\$63,323</u>	<u>\$31,662</u>
<b>PSSF</b>	<b>Supplies for Families and Youth</b>			\$2,000
<b>Total Share of Cost OSD</b>				<b>\$101,647</b>
(does not include supervision, equipment, supplies, etc.)				\$104,079 FY 16-17 Amount
				Difference (2,432)

**Notes:**

- 1-Project includes two schools: McKinna funded with costs shared by OSD and CWS match funds and Caesar Chavez which has been funded with PSSF funds for .375 FTE with the other .375 FTE shared between OSD and CWS match funds.
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA)
- 3-Annual cost is based on salaries and benefits (S&B) for the assigned staff
- 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget
- 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 16-17)

Weeks per year	52	<b>Contract Term Requested by OSD (Sept 5 through June 19)</b>	
Days paid per week	<u>5</u>		
Days paid per year	260	Sept	19
% of FTE Available	75%	Oct	22
Days Available (paid)	<u>195</u>	Nov	22
Paid days include holidays, sick, vacation, training, LOA, etc.		Dec	15
		Jan	18
		Feb	20
		Mar	22
		Apr	21
		May	23
		Jun	<u>13</u>
			195
		Less Days Available	<u>-195</u>
		Days Over Budget	<u>0</u>



June 29, 2017

Elizabeth Atilano  
Executive Director  
Ventura County Schools Self-Funding Authority  
5189A Verdugo Way  
Camarillo, CA 93012

RE: Defense and Indemnity Obligations Under Contract

Dear Ms. Atilano:

This letter serves to advise that the County of Ventura maintains a self-insured retention (SIR) of liability coverage of \$1.0 million. County agencies and local school districts often partner to provide services, necessitating the two entities to enter into agreements wherein the entities are obligated to extend coverage, defend, and indemnify, for the acts and/or omissions of their agents.

This confirms that the County will honor its obligation under the SIR, as it would had there been an insurance policy in force under which the school district would be an additional insured. Where your districts would ordinarily look for an additional insured endorsement to document that obligation, this letter serves the purpose of that endorsement, since there is no policy upon which to endorse within the SIR.

Thank you for your assistance in mutually developing this understanding. Should you have any questions or concerns, I remain available.

Sincerely,



Chuck Podeski  
Senior Deputy Executive Officer/Risk Manager  
Risk Management

# CERTIFICATE OF LIABILITY COVERAGE

DATE  
(MM/DD/YYYY)  
07/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.


INSURED <b>The County of Ventura</b> <b>Attn: Risk Management</b> <b>800 S. Victoria Avenue, #1970</b> <b>Ventura, CA 93009</b> <b>(805) 654-3197</b>	ENTITIES AFFORDING COVERAGE
	PRODUCER / CONSULTANT <b>Chivaroli &amp; Associates, Inc.</b> <b>200 N Westlake Blvd #101</b> <b>Westlake Village, CA 91362</b> <b>(805) 371 - 3680</b>

## COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Self-Insured	07/01/2017	07/01/2018	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
	MED EXP (Any one person)				\$1,000,000	
	PERSONAL & ADV INJURY				\$1,000,000	
	GENERAL AGGREGATE				\$1,000,000	
	PRODUCTS - COMP/OP AGG				\$1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$				EACH OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES  
 Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

<b>CERTIFICATE HOLDER</b>  Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653	<b>CANCELLATION</b>  SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

- 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**    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-127 – VCOE – Hearing Conservation & Audiology Services (Freeman/Ridge)**

---

VCOE-Hearing Conservation & Audiology Services, through coordination with district nursing staff, will conduct hearing screenings for Oxnard School district students for the 2017-2018 school year. Hearing screenings are mandated in grades K, 2, 5 and 8. VCOE-Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services.

**FISCAL IMPACT:**

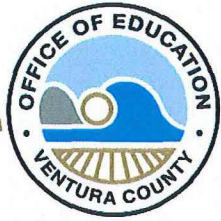
Not to exceed \$74,900.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-127 with VCOE – Hearing Conservation & Audiology Services.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-127, VCOE-Hearing Conservation & Audiology Services (8 Pages)



**Hearing Conservation & Audiology Services**

5100 Adolfo Road, Camarillo, CA 93012  
805-437-1380 • FAX: 805-389-4297

**VENTURA COUNTY OFFICE OF EDUCATION**

Stanley C. Mantooth, County Superintendent of Schools

**Services Agreement**

This Services Agreement (the "Agreement") is made and entered into this first day of July, 2017

by and between Oxnard School District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete

all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**TIME OF PERFORMANCE.** The term of this agreement shall commence on July 1, 2017 and may be terminated by either the District or the Provider for cause upon written notice to the other party. If not terminated, this contract will remain in effect until a new or altered contract is requested by either the District or the Provider.

**PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Superintendent within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed. The Superintendent reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Superintendent's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Superintendent is disputed, the Superintendent shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between District and Provider.

**ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

**TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by

like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

**District:**

School District: Oxnard  
Attn: Chris Ridge  
Address: 1051 South A Street  
Oxnard, CA 93030

**Provider:**

Ventura County Office of Education  
Attn: [REDACTED], Director of Internal Business  
5189 Verdugo Way Lisa Cline  
Camarillo, CA 93012

**WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

**COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

**INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless District, its governing Board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, however caused, resulting directly or indirectly from or connected with Provider's negligence or wrongful acts or omissions.

District agrees to defend, indemnify, and hold harmless Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses including legal fees and costs, however caused, resulting directly or indirectly from or connected with District's negligence or wrongful acts.

**INSURANCE.** District and Provider each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.

**SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

**GOVERNING LAW AND VENUES.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Ventura, State of California.

**ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

**ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

**DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.

**NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

**WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.


**SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

**PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<b>District:</b>	<b>Provider:</b> Ventura County Office of Education
<hr/>	
Signature	Signature
Name: Lisa A. Franz	Tom Etchart
Title: Director, Purchasing	Director, Internal Business Services
Date:	Date: May 26, 2017



**2017 – 2018 STATEMENT OF WORK**

VCOE Hearing Conservation and Audiology Services offers hearing screening, audiological assessment, and educational audiology services for students in Ventura County. These services may be used for:

- Mandated and non-mandated student populations
- General education students, including students with a 504 Plan
- Students in special education with an IEP eligibility other than *hard of hearing*, deaf, *VI* or *OI*.

**Note:** Audiology services for students in special education with low incidence eligibilities are provided through SELPA funding and are *not* included in this contract.

Services and costs are itemized below. A more detailed description of each service follows.

Districts will be billed only for rendered services that pre-authorized by a designated district personnel.

***Schedule of Fees***

Schedule of Hearing Conservation Services	Fees
<i>Staff are credentialed/certified, licensed and qualified to provide these services.</i>	
<b>Hearing Screening</b> (by audiometrist for students in general education classrooms)	\$500/half day \$1000/day
<b>Functional Hearing Screening– Special Education</b> (by audiologist for students with moderate/severe disabilities in special day classes)	\$600/half day \$1200/day
<b>Educational Audiology Services</b> (services to students who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability)	\$130/hour
<b>Audiological/Hearing Evaluation at VCOE</b> (comprehensive testing to determine the presence and characteristics of hearing loss)	\$130
<b>Hearing Aid/Cochlear Implant Evaluation at VCOE</b> (evaluation of a student’s hearing function while using their personal hearing device)	\$200
<b>(Central) Auditory Processing (CAPD) Assessment at VCOE</b> (covers CAPD services through the assessment and report dissemination)	\$850
<b>(Central) Auditory Processing (CAPD) Post-Assessment Services</b> (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour

## DESCRIPTION OF HEARING SERVICES

**HEARING SCREENING.** Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to identify students with a high probability of hearing loss and to monitor students with previous screening failure.

Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver). Students in transitional kindergarten are included at the request of the school district.
- Special education students upon initial entry to special education and every third year thereafter
- Students at first entry into the California public school system, or new to the school district if prior screening records are not readily available
- Students referred due to concerns from school staff or parents
- Students in any grade who did not pass the previous hearing screening or are known to have a hearing problem that needs periodic monitoring
- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver).

Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel. Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.

There will be a second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

Call 805-437-1380 or email [hearing@vcoe.org](mailto:hearing@vcoe.org) to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

**FUNCTIONAL HEARING SCREENING.** Special education students with *moderate/severe disabilities* require advanced expertise and equipment provided by an audiologist. Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of the designated district personnel.

- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening occurs outside of the general education mass screening and does not include a re-test session.

Call 805-437-1380 or email [hearing@vcoe.org](mailto:hearing@vcoe.org) to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

**AUDIOLOGICAL / HEARING EVALUATION SERVICES.** Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by designated district personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

**HEARING AID/COCHLEAR IMPLANT EVALUATIONS.** Hearing aid evaluations are conducted at VCOE at the referral of designated district personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**EDUCATIONAL AUDIOLOGY SERVICES.** For students with an IEP who do not have a low incidence disability (primary and/or secondary) as well as students in general education (with or without a 504).

Services are requested by designated district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment. HAT for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**(CENTRAL) AUDITORY PROCESSING DISORDER (CAPD) ASSESSMENT.** CAPD assessments are conducted at VCOE to determine a student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Authorization of designated district personnel is required. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**(CENTRAL) AUDITORY PROCESSING (CAPD) POST-ASSESSMENT SERVICES.** The school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

*The form Referral/Authorization for Hearing Services 2017-2018 must be submitted to request this service. Administrator signature is authorization for billing. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**WORK SCHEDULE.** Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

**PAYMENT SCHEDULE.** Districts will be billed quarterly.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 9/6/17

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

**Ratification of Agreement/MOU #17-129, County of Ventura/Ventura County Behavioral Health (Freeman/Ridge)**

---

The purpose of the MOU is to maintain a provision of services relationship between the County of Ventura/Ventura County Behavioral Health (VCBH) and Oxnard School District (OSD). VCBH will work in partnership with OSD to provide community outreach at targeted school sites. VCBH will offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services. VCBH will work in concert with school site staff to ensure proper delivery of VCBH services to OSD families.

**FISCAL IMPACT:**

Oxnard School District will not be charged for the services provided by VCBH.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-129 with County of Ventura/Ventura County Behavioral Health.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #17-129, County of Ventura/Ventura County Behavioral Health (8 Pages)  
Certificate of Insurance (2 Pages)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #17-129 BETWEEN  
THE COUNTY OF VENTURA AND  
THE OXNARD SCHOOL DISTRICT  
FOR EDUCATION SUPPORT SERVICES**

This Memorandum of Understanding (“MOU”) is made and entered into between the Oxnard School District (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”), collectively referred to as the “parties”.

Whereas, District desires to engage VCBH to provide services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this MOU.

NOW THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at **Oxnard School District**.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOU is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOU creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH are not entitled to coverage under the California workers’ compensation insurance laws, unemployment insurance, health insurance, pension plans, or any other benefits normally offered or conveyed to District employees. VCBH will be responsible for payment of all VCBH employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOU.

3. **NON-EXCLUSIVITY.**

- a. During the term of this MOU VCBH may, independent of its relationship with the District, without breaching this MOU or any duty owed to the District render services for any other entity.
- b. During the term of this MOU the District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to the VCBH, contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** VCBH shall provide District with the Services described on the “Description of Services” attached hereto and incorporated herein by this reference. The parties shall mutually agree to a schedule for providing the Services. VCBH shall use its best efforts to complete all phases of the Services according to such timetable.

5. **TIME OF PERFORMANCE.** The term of this MOU shall commence on July 1, 2017 and terminate on June 30, 2018.

6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of the District to participate in this educational outreach program.

7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOU or any rights or interest hereunder without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this MOU shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for the District, in its sole discretion, to terminate the MOU.

8. **TERMINATION OR AMENDMENT.** This MOU may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. The parties to this MOU shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this MOU shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;

- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the VCBH as follows:

Oxnard School District  
District

Attn: Robin Freeman

1051 South A Street  
Street

Oxnard, California 93030  
City, State, Zip Code

Ventura County Behavioral Health  
VCBH

Attn: Elaine Crandall

1911 Williams Drive, Suite 200  
Street

Oxnard, California 93036  
City, State, Zip Code

- 10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional and workmanlike manner consistent with the highest industry standards.
- 11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or the District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by VCBH with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this MOU shall be prepared by the District and executed by the parties before any performance of Services or the District shall not be required to pay for the increased cost incurred for the changes in the Services.

Any such amendment to the MOU shall not render ineffective or invalidate unaffected portions of this MOU.

- 12. **COMPLIANCE WITH LAWS.** VCBH hereby agrees that its officers, agents, employees, and subcontractors shall obey all local, state, and federal laws and regulations in the performance of this MOU, including, but not limited to minimum wage laws and/or prohibitions against discrimination.

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOU, at VCBH's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

VCBH represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and the District shall ensure that all activities undertaken under this MOU conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, and/or employees, from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of VCBH or its officers, agents, employees, or volunteers whether or not such act or omission is authorized by this MOU. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of the District or its officers, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH, its officers, agents, employees, or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, agents, employees, or volunteers whether or not such omission is authorized by this MOU. District assumes no responsibility whatsoever for any property placed on District premises by VCBH its agents, employees or intern(s). The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, agents, employees, or volunteers.

16. **INSURANCE.** VCBH and the District each recognize and accept that the other party is a public agency and is self-insured. Each party will maintain coverages commensurate with its activities under this MOU. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH will provide the District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

The District will provide VCBH with a certificate of insurance, or a substantially equivalent document, showing evidence of the District's workers' compensation insurance coverage and general liability insurance coverage.



17. **SAFETY AND SECURITY.** VCBH shall be responsible for ascertaining from the District all rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

VCBH and all subcontractors are required to comply with Education Code section 45125.1, fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for the District under this MOU.

18. **GOVERNING LAW AND VENUE.** VCBH hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This MOU and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCBH further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

19. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOU only after collaborative efforts have been attempted beginning at the lowest possible level.

By September 22<sup>nd</sup> of 2016, and for any extension of this MOU beyond 2017, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.

- The costs for this process shall be shared equally between VCBH and District.
20. **NATURE OF AGREEMENT.** This MOU constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOU represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOU may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
  21. **BINDING EFFECT.** This MOU shall inure to the benefit and shall be binding upon all of the parties to this MOU, and their respective successors in interest or assigns.
  22. **WAIVER.** No claim or right arising out of a breach of this MOU can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
  23. **THIRD PARTY RIGHTS.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than District and VCBH.
  24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
  25. **PARAGRAPH HEADINGS.** The headings of the paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOU or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
  26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

Oxnard School District  
District

County of Ventura  
VCBH

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz  
Name

Elaine Crandall  
Name

Director, Purchasing  
Title

VCBH Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**  
**OXNARD SCHOOL DISTRICT AND VCBH MOU**

**District will:**

1. Provide a primary contact for each of the five individual school sites in the 93033 zip code for direct communication with VCBH staff.
2. Establish monthly parent meetings at each of the designated school sites.
3. Work collaboratively with VCBH staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified.
4. Provide access to staff development opportunities to educate faculty/staff/administration on mental health issues and VCBH.
5. Work in partnership with VCBH staff in community outreach and awareness activities.
6. Work in partnership with VCBH to serve children and families jointly through a shared model (“pyramid of interventions”) that incorporates the resources of each agency.
7. Provide information to VCBH staff regarding the treatment of students in line with the Family Educational Rights and Privacy ACT (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
8. Work with VCBH staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.

**VCBH will:**

1. Coordinate with OSD by identifying a primary contact between each OSD school site and a VCBH staff member.
2. Provide and deliver a curriculum on mental health issues on a monthly basis at each designated school in the 93033 zip code at a regularly scheduled parent meeting.
3. Work collaboratively with OSD staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified
4. Work in partnership with OSD staff in community outreach and awareness activities
5. Provide information to OSD staff regarding the treatment of students (in line with FERPA and HIPAA)
6. Work with OSD staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.
7. Provide educational information to OSD school sites regarding screening, diagnosis and treatment of mental illness for students and families.
8. Work in partnership with the OSD counseling team to ensure continuity and coordination of services.

**Key Activities & Timeline:**

- September 2017 – The parties will meet to begin planning for the model “Pyramid of Interventions”.
- September 2017 – Monthly parent meetings will begin at designated schools in the 93033 zip code.
- October 2017 – The parties will meet to identify barriers to access of care and identify local communities for targeted support.
- October 2017 – The parties will plan a series of joint outreach activities at selected District school sites in the 93033 zip code.
- October 2017 – VCBH will attend a meeting of school counselors to discuss the elements of the partnership as outlined in this MOU.
- November 2017 to June 2018 – The parties will maintain ongoing communication regarding the plan and implementation of the elements with this MOU.

June 29, 2017

Elizabeth Atilano  
Executive Director  
Ventura County Schools Self-Funding Authority  
5189A Verdugo Way  
Camarillo, CA 93012

RE: Defense and Indemnity Obligations Under Contract

Dear Ms. Atilano:

This letter serves to advise that the County of Ventura maintains a self-insured retention (SIR) of liability coverage of \$1.0 million. County agencies and local school districts often partner to provide services, necessitating the two entities to enter into agreements wherein the entities are obligated to extend coverage, defend, and indemnify, for the acts and/or omissions of their agents.

This confirms that the County will honor its obligation under the SIR, as it would had there been an insurance policy in force under which the school district would be an additional insured. Where your districts would ordinarily look for an additional insured endorsement to document that obligation, this letter serves the purpose of that endorsement, since there is no policy upon which to endorse within the SIR.

Thank you for your assistance in mutually developing this understanding. Should you have any questions or concerns, I remain available.

Sincerely,



Chuck Podeski  
Senior Deputy Executive Officer/Risk Manager  
Risk Management

# CERTIFICATE OF LIABILITY COVERAGE

DATE  
(MM/DD/YYYY)  
07/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.


INSURED <b>The County of Ventura</b> <b>Attn: Risk Management</b> <b>800 S. Victoria Avenue, #1970</b> <b>Ventura, CA 93009</b> <b>(805) 654-3197</b>	ENTITIES AFFORDING COVERAGE
	A: The County of Ventura B: C: D: E:
PRODUCER / CONSULTANT <b>Chivaroli &amp; Associates, Inc.</b> <b>200 N Westlake Blvd #101</b> <b>Westlake Village, CA 91362</b> <b>(805) 371 - 3680</b>	

## COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Self-Insured	07/01/2017	07/01/2018	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
	MED EXP (Any one person)				\$1,000,000	
	PERSONAL & ADV INJURY				\$1,000,000	
	GENERAL AGGREGATE				\$1,000,000	
	PRODUCTS - COMP/OP AGG				\$1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES  
 Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

<b>CERTIFICATE HOLDER</b>  Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653	<b>CANCELLATION</b> SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 9/6/17

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

**Ratification of Agreement #17-133 – Key Data Systems (Freeman)**

---

Key Data Systems will provide CELDT Pre-ID services to include data cleaning, data validation, and proofing and file submission to CELDT portal for the 2017-2018 school year.

**FISCAL IMPACT:**

Not to Exceed \$2,000.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-133 with Key Data Systems.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #17-133, Key Data Systems (4 Pages)  
OSD Student Privacy Agreement (3 Pages)



## Agreement for Data Services

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

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

- A.** Services shall begin **July 25, 2017** and shall continue until **June 30, 2018**.
- B.** Contractor understands and agrees that they and all their employees, if any, are not employees of the District and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District’s employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor shall assume all responsibility for payment of all Federal, State and local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Contractor and its employees, if any.
- C.** Contractor shall furnish, at its expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Contract.
- D.** In performance of the work herein completed, Contractor is an independent contractor, with the authority to control and direct the performance of the details of the services.
- E.** Contractor agrees to defend, indemnify and hold harmless the District, the Board of Education, employees, agents and representatives of the District, from and against any and all liability or loss arising in any way out of Contractor’s negligence and/or intentional acts in the performance of this contract, including but not limited to any claim due to injury and/or damage sustained by Contractor, and/or Contractor’s employees or agents or any third party.
- F.** The District agrees to compensate the contractor for services rendered for the amount of **\$2000.00** to be billed in 1 installment of **\$2000.00** in March 2018.
- G.** Scope of Work
  - Contractor will work primarily out of the Contractor’s offices in Lake Elsinore, CA to work on projects for the District (office space not provided by the District)
  - Contractor will provide data services to educational services division as directed by the Assistant Superintendent of Educational services

### **Pre-IDs**

- CELDT Pre-ID services including data cleaning, data validation, proofing and file submission
- H.** Contractor shall perform all services in competent and professional manner. District shall review and evaluate Contractor’s work, and determine whether Contractor is performing in accordance with this Contract.



- I. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.
- J. District will make payment for services to the Contractor as follows: within 15 days of the presentation to the District of Contractor's invoice.
- K. This Contract may be terminated by either party notifying the other, in writing, at least thirty (30) days prior to the date of termination.
- L. Contractor and its employees and agents, shall not consume controlled substances; alcohol or tobacco products while performing work under this contract in or about any District facility.
- M. Contractor shall certify that they and/or their employees, if any, have never been convicted of a serious or violent felony, as those terms are defined in the California Penal Code. Contractor so certifies by signing this Contract.
- N. Contractor agrees to complete and return to the District any and all documents required to fulfill the purpose of this Contract.
- O. Contractor shall at all times perform its obligations under this contract consistent with all applicable local, state, and federal laws.
- P. All student data, test data, specifications, financial data, electronic and other information which is provided to Contractor under this Contract shall be kept confidential. This data is not public knowledge and is being disclosed to Contractor only under the terms of this Contract. Information about students, staff or schools will not be released to people or agencies without the District's written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes or other documents will remain part of the District's confidential records. Data will only be released to District employees authorized by the nature of their duties to receive such information, and only with the consent of the District. All employees of the Contractor agree to abide by this confidentiality agreement. Please see Exhibit A for Data Security Policy.
- Q. District must provide to Contractor all data, standards pacing and login information necessary for the services covered in this Contract. District acknowledges that the outcome of services will be affected by incorrect, incomplete, missing data or in the delay in sending vital information to KDS, and District will not hold the Contractor responsible for any damages caused by services performed with incorrect, incomplete or missing data or delayed vital information. District will compensate Contractor for services agreed to but not performed due to non-receipt of data from District. Data files must be provided in the original format provided by testing company.

Contractor:

District:

By: Leanne Holland

By: \_\_\_\_\_

Leanne Holland VPO

Printed Name: Lisa A. Franz

Key Data Systems Tax ID #: 33-0984966

Title: Director, Purchasing

## Exhibit A

### 2017-18 Key Data Systems' Data Security Policy

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

#### 1. High Risk Confidential Information (HRCI)

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

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

#### 1.1 Storing HRCI

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

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

#### 1.2 Internet Access to HRCI

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

### 2. HRCI User Access

#### 2.1 Identifying Users with Access to HRCI

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

#### 2.2 Confidentiality Agreements

## Exhibit A

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

### 2.3 HRCI Access Training

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

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

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

## 3. Policy

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

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

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

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

## 4. Unauthorized Disclosure

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

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

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

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

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

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

**TECHNOLOGY SERVICES AGREEMENT WITH KEY DATA SYSTEMS**  
(California Education Code § 49073.1 Compliance)

This Agreement (the "Agreement") is entered into as of July 25, 2017 ("Effective Date") by and between the Oxnard School District ("District") and Key Data Systems ("Consultant"). District and Consultant are sometimes referred to herein as the "Parties" and each a "party".

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

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

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

1. The Parties intend that this Addendum modifies and amends the existing Technology Services Agreement for the limited purpose of ensuring compliance with the provisions and requirements of AB 1584 as set forth in Education Code section 49073.1. All terms and provisions of the Technology Services Agreement not expressly modified hereby remain in full force and effect.
2. Amendment. The Technology Services Agreement is hereby amended to specifically include the following requirements specified in section 49073.1(b):
  - a. Pupil Records. The Parties acknowledge and agree that, notwithstanding any other provision of the Technology Services Agreement, pupil records (as defined below) are and remain the property of the District and Consultant shall not access, use or dispose of such records except for the purposes contemplated under the Technology Services Agreement or in compliance with the written direction of the District;

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

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

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

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

- c. Non-Dissemination of Student Information. Consultant shall not use any information in any pupil record for any purpose other than those required or specifically permitted under the Technology Services Agreement;
  - d. Correction of Student Records. Consultant shall provide a description of the procedures by which parents or legal guardians or eligible pupils may review and correct, if needed, personally identifiable information;
  - e. Confidentiality of Student Records. Consultant shall take actions to ensure the security and confidentiality of pupil records. Such actions shall include but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records. Consultant understands and agrees that enacting these measures will not absolve Consultant of liability in the event of an unauthorized disclosure of pupil records;
  - f. Notification. Consultant shall work with District staff to ensure that any parent, legal guardian or eligible pupil affected by an unauthorized disclosure of pupil records is notified;
  - g. Disposition of Student Records. Consultant certifies that pupil records will not be retained by, or available to, Consultant or any of its subcontractors or agents upon completion of the services contemplated under the Technology Services Agreement. If any such records are created during the term of that agreement, Consultant shall ensure that they are returned to the District or destroyed, at the District's option and upon the District's written request following notice from Consultant clearly identifying such records. Certification is included as an **Attachment** hereto.
- 3. Term. This Addendum shall remain in effect while the Technology Services Agreement is in effect and shall expire or terminate, as applicable, concurrently with the Technology Services Agreement.
  - 4. Compliance with FERPA. District agrees to work with Consultant to ensure compliance with FERPA and the Parties will ensure compliance through the following procedures.
  - 5. Attachments. Consultant will provide each of the following applicable procedures, certifications and documentation and the Parties will number the **Attachments** included:

Exhibit A

**Attachment 3.1** – Procedures for a Transfer of Pupil-Generated Content

**Attachment 3.1** – Protocol for Review and Correction of Student Personally Identifiable Information

**Attachment 2.2** – Procedures for Ensuring Confidentiality of Pupil Records (Responsible Consultant Staff / Description of Consultant Training)

**Attachment 4.1** – Procedure for Notification of Persons Affected by Unauthorized Disclosure of Pupil Records.  
*through 4.93*

**Attachment 3.3** – Consultant Certification and Procedure to Ensure Non-Retention of Pupil Records.

**Attachment 1** – Procedure for Compliance with FERPA.  
*Exhibit A*

6. Incorporation of Recitals and Attachments. The Recitals and each certification by Consultant and Attachment identified above are hereby incorporated by this reference to be given full force and effect as if fully set forth herein and in the Technology Services Agreement.
7. The person(s) executing and delivering this Addendum on behalf of Consultant warrant and represent that he/she/they understand the applicable requirements of law, have full power and authority to undertake the actions, commitments and obligations herein undertaken and that by the execution and delivery of this Addendum, Consultant is bound to the terms hereof.

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

OXNARD SCHOOL DISTRICT:

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

KEY DATA SYSTEMS:

By: Sandi Fandrick  
Sandi Fandrick/Business Office

Date: 8-18-2017

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 9/6/17

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

Agreement Category:

- \_\_\_ Academic
- \_\_\_ Enrichment
- \_\_\_ Special Education
- \_\_\_ Support Services
- \_\_\_ Personnel
- \_\_\_ Legal
- \_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2017-2018 (Freeman/Curtis)**

---

On October 4, 2017, a Public hearing will be held at Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

**FISCAL IMPACT:**

This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted from September 7, 2017.

**RECOMMENDATION:**

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve setting the date of October 4, 2017 for Public Hearing to determine sufficient textbooks or instructional materials.

**ADDITIONAL MATERIAL(S):**

Notice of Public Hearing- English/Spanish



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

## NOTICE OF PUBLIC HEARING

On October 4, 2017, a public hearing will be held at the Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.





## DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

### Aviso de Audiencia Pública

El día 4 de octubre del 2017 se llevará a cabo una audiencia pública en la sesión de la Mesa Directiva del Distrito Escolar de Oxnard que comenzará a las 7:00 PM en el salón de conferencias del distrito, ubicado en el 1051 South "A" Street, Oxnard, California 93030. La audiencia tiene como propósito determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas. Se le ha solicitado a la Mesa Directiva que adopte una resolución determinando que cada alumno en el distrito cuenta con los suficientes libros de texto o los materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 9/6/17**

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

Agreement Category:

- \_\_\_ Academic
- X   Enrichment
- \_\_\_ Special Education
- \_\_\_ Support Services
- \_\_\_ Personnel
- \_\_\_ Legal
- \_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval to Attend the Overnight 2017 Friday Night Live YOUTH SUMMIT (Freeman/Ridge)**

---

The Ventura County Office of Education TUPE’s Grant sponsors the Friday Night Live (FNL) and Office of Traffic Safety (OTS) grant for Frank and Haydock Middle Schools. FNL is a statewide program that provides leadership and positive growth opportunities to youth participants. The Ventura County Office of Education (VCOE) oversees implementation of the program in Ventura County. The program is implemented at school sites in the form of a club and while it is open to all students, most sites work to be inclusive of and outreach to students representing priority populations such as minority, low socioeconomic status, and academically challenged.

Last year, the state-level FNL office offered mini grants to support FNL chapter sites in conducting school and community projects to educate their peers and community on the risks associated with underage alcohol use. Across the state of California, only 35 grants were awarded, of which two Oxnard School District sites were recipients – Haydock and Frank Academies.

Both school sites conducted presentations to their respective ELAC groups to inform parents of the positive work the students were doing. The students facilitated activities and provided information around alcohol awareness and their role in prevention.

As a culminating activity for the 16/17 school year, both Frank and Haydock students and their advisors presented on their project work at the May 31 FNL and TUPE Awards Night. The groups presented to an audience of over 130 youth, families, school staff, and partnering community agencies.

The upcoming September 15-17, 2017 Youth Summit in Anaheim, CA. is a statewide audience with an expected 500-700 youth participants from across the state who will get to showcase their projects from last school year while learning about how to enhance their current skills and project work this coming school year. This is an incredible opportunity that can only benefit the already great work these OSD students have done.

Ten students' five from each site will be attending the 2017 FNL YOUTH Summit in Anaheim, CA on September 15-17, 2017 along with the schools FNL advisors – Janet Piña, ORC at Haydock Middle School and Amber Pergeson, School Counselor at Frank Middle School.

**FISCAL IMPACT:** None - Cost of meals, travel and lodging will be covered by Ventura County Office of Education – Friday Night Live (FNL) Grant.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services, that the Board of Trustees approve this item as outlined above.

**ADDITIONAL MATERIAL:** Fact sheet.

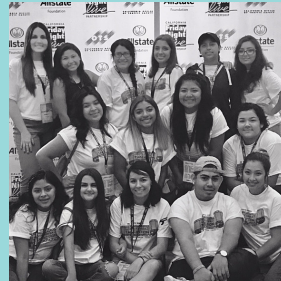
# 2017 FNL YOUTH SUMMIT EXHIBITION



We can't do this work without you!



Lets work together!



## EXHIBITING AT THE SUMMIT

is an opportunity to connect with & be a resource to California's youth. It's a chance to be part of something bigger, to have a role in the community changes that Friday Night Live members are creating throughout California!



*Exhibits will take place from 10:00am to 12:30pm on Sunday 9/17. Exhibits consist of one 6 ft. table & two chairs. Furnish your exhibit with anything you'd like: banners, pop-ups, activities, giveaways, hand-outs, etc.*

### PRICING:

- 2-day participation + an exhibit = \$190/person
- 1-day participation + an exhibit = \$95/person
- No participation, exhibit only = \$0/person
- + \$65 to purchase a Twilight Disney Ticket (good for your park of choice, non-hopper)
- Hotel rooms available = \$120++/room/night (click to make online reservation)

**FORMS REQUIRED:** Each bullet is a live link to the respective forms.

- Exhibit Registration
- Summit Registration (complete in addition to the Exhibit Registration if participating in the Summit)
- Hotel Room Reservation

**YOUTH SUMMIT: 9/16-17 . WORKSHOPS 9/16 . EXHIBITS: 9/17**  
**FRIDAYNIGHTLIVE.ORG . (559) 733-6496**

JUNE 2017 | ISSUE NO. 1

# SUMMIT

**YOUTH SUMMIT  
EXCLUSIVES**

## REGISTER *TODAY!*

2017 FNL YOUTH SUMMIT is  
September 16-17 with a BONUS  
Leadership Training on September 15th!

- SUMMIT: \$190
- LEADERSHIP TRAINING: \$75
- INCLUDES: 3 meals on Saturday,  
breakfast & lunch on Sunday!
- DEADLINE: September 1, 2017

## *LOCATION*

777 West Convention Way, Anaheim, Ca.

- \$120/room/night
- RESERVE A ROOM TODAY!
- DEADLINE: August 18th



**QUESTIONS?**

CONTACT: Kellie Goodwin,  
CFNLP at [kellieg@tcoe.org](mailto:kellieg@tcoe.org)  
or (559) 733-6496



**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales

Date of Meeting: 9/6/17

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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Work Authorization Letter #7 to MNS Engineers to provide Topographical Survey Services for the four Kindergarten/Flex Facilities Projects for the McAuliffe, Ritchen, Brekke and Ramona Elementary Schools (Morales/Fateh/CFW)**

---

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-126 with MNS Engineers to provide Topographical Survey Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #7 to MNS Engineers to provide topographical surveys for the Kindergarten/Flex Facilities Projects at McAuliffe, Ritchen, Brekke and Ramona Elementary Schools.

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

Master Agreement #13-126

Work Authorization Letter #7

Consultant: **MNS Engineers**

Date Issued: **9/6/17**

**FISCAL IMPACT**

MNS Engineers is being tasked with providing Topographical Survey Services for a lump sum fixed fee of: **Thirty-Nine Thousand Eight Hundred Thirty-Five Dollars and Zero Cents (\$39,835.00)** to be paid out of the Master Construct and Implementation Funds.

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #7 for Master Agreement #13-126 with MNS Engineers.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #7 – MNS Engineers (1 Page)
- Proposal dated August 18, 2017 (6 Pages)
- Master Agreement #13-126, MNS Engineers (32 Pages)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b>	<b>DATE:</b> 9/6/2017
<b>SITE NAME:</b> Varies	<b>DSA #</b>
<b>MASTER AGREEMENT #:</b> 13-126	<b>OPSC #</b>
<b>WAL #:</b> 7	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

**DISTRICT**

**CONSULTANT**

**OXNARD SCHOOL DISTRICT**

1051 South A Street  
Oxnard, CA 93030  
(805) 385-1501

**Firm Name:**

MNS Engineers Inc.

**Street:**

4580 E. Thousand Oaks Blvd. Ste. 101

**City, State, Zip:**

Westlake Village, CA 91362

**Phone:**

805.379.1718

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

*Perform survey services for the 4 Kindergarten/Flex Facilities Project, pertaining to McAuliffe, Ritchen, Brekke and Ramona Elementary Schools, including but not limited to the following scope; provide property line analysis and establish property line control, topographic mapping including adjacent streets and existing buildings, locate underground utilities and base mapping, compiling the record boundary, field topo and subsurface locations into one file. Deliverables will be pdf and ACAD files.*

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

**START DATE:** 9/7/2017

**COMPLETION DATE:** 10/16/17

**FIXED FEE AMOUNT:** Thirty-Nine Thousand Eight Hundred Thirty-Five Dollars and No Cents  
(\$39,835.00)

*This fee amount is based upon Consultant's proposal dated 8/18/2017 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)

(DATE)

(SIGNATURE)

(DATE)

**FOR DISTRICT USE ONLY**

**PROJECT MANAGER:**

**PREPARED BY:** Chris Yafuso

**P.O. #**

**P.O. AMOUNT:**

**SOURCE OF FUNDS:**

MEASURE "R"

DEF. MAINT.

DEV. FEES

Master Construct &

**COST ID:** 6140

Implementation Funds

(PM APPROVAL SIGNATURE)

(DATE)

**SPECIAL INSTRUCTIONS:**



August 18, 2017

Chris Yafuso  
Caldwell Flores Winters, Inc.  
1901 S Victoria, Suite 106  
Oxnard, CA 93035

**RE: Proposal for Professional Services**  
**Topo Survey and property establishment for McAuliffe, Ritchen, Brekke and Ramona Elementary School Projects for the Kindergarten areas**

Dear Ms. Yafuso:

MNS Engineers, Inc. is pleased to provide this proposal for our professional land surveying services related to the development of multiple Elementary School in the City of Oxnard, California. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

The scope and fees are figured on a lump sum basis for this project and are detailed in Exhibit "A". This proposal is prepared from the documents received from CFW and preliminary research. This proposal is also based on our current rate sheet for office and field as per our attached schedule of fees.

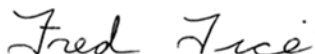
A title report will be provided by CFW or Oxnard School district that shows all existing recorded easements and property transactions. A vesting deed will also be provided by CFW or Oxnard school district.

MNS will provide property line establishment along the adjacent streets and side property lines where topo is adjacent. A topographic mapping with 1' contour intervals and spot elevations, adjacent streets, all above ground utilities, and ground penetration radar locations of unidentified underground utilities within the topo area will all be compiled on an ACAD base map and provided in PDF format. The base map will be used in the design effort.

MNS has successfully provided multiple similar projects to Oxnard School District and has worked directly with CFW on these projects.

Thank you for considering our firm for this project. We look forward to working with you on another successful project. If you have any questions you may reach me at (805) 648-4840 or [ftice@mnsengineers.com](mailto:ftice@mnsengineers.com).

Sincerely,  
MNS ENGINEERS, INC.



Fred Tice, PLS  
Principal Surveyor



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Topo Survey and Property Line Establishment**

FIELD SURVEY SERVICES

The field surveying cost estimate has been based on exhibits received from CFW.

**McAuliffe Elementary School**

Item 1	<b>Property line Analysis and establish Property line control</b> MNS will provide research at the County of Ventura for recorded documents to be used to establish the adjacent property lines. No points will be set and the boundary will be established from record documents and found monumentation.	<b>\$2,760</b>
Item 2	<b>Topographic Mapping</b> MNS will provide field topography of the school site as shown on exhibits which will include adjacent streets, Existing buildings. We will provide a 1" =20' scale mapping with 1' contour intervals and spot elevations.	<b>\$3,085</b>
Item 3	<b>Underground Utility Locations</b> MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.	<b>\$2,000</b>
Item 4	<b>Base Mapping</b> Compile the record boundary, field topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.	<b>\$970</b>
	<b>Total for McAuliffe Elementary school</b>	<b>\$8,815</b>



**Ritchen Elementary School**

Item 1	<b>Property line Analysis and establish Property line control</b> MNS will provide research at the County of Ventura for recorded documents to be used to establish the adjacent property lines. No points will be set and the boundary will be established from record documents and found monumentation.	<b>\$3,100</b>
Item 2	<b>Topographic Mapping</b> MNS will provide field topography of the school site as shown on exhibits which will include adjacent streets, Existing buildings. We will provide a 1" =20' scale mapping with 1' contour intervals and spot elevations.	<b>\$4,580</b>
Item 3	<b>Underground Utility Locations</b> MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.	<b>\$2,000</b>
Item 4	<b>Base Mapping</b> Compile the record boundary, field topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.	<b>\$1,220</b>
	<b>Total for Ritchen Elementary school</b>	<b>\$10,900</b>

**Brekke Elementary School**

Item 1	<b>Property line Analysis and establish Property line control</b> MNS will provide research at the County of Ventura for recorded documents to be used to establish the adjacent property lines. No points will be set and the boundary will be established from record documents and found monumentation.	<b>\$2,540</b>
Item 2	<b>Topographic Mapping</b> MNS will provide field topography of the school site as shown on exhibits which will include adjacent streets, Existing buildings. We will provide a 1" =20' scale mapping with 1' contour intervals and spot elevations.	<b>\$4,580</b>



Item 3	<b>Underground Utility Locations</b> MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.	<b>\$2,000</b>
Item 4	<b>Base Mapping</b> Compile the record boundary, field topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.	<b>\$1,220</b>
<b>Total for Brekke Elementary school</b>		<b>\$10,340</b>

**Ramona Elementary School**

Item 1	<b>Property line Analysis and establish Property line control</b> MNS will provide research at the County of Ventura for recorded documents to be used to establish the adjacent property lines. No points will be set and the boundary will be established from record documents and found monumentation.	<b>\$2,540</b>
Item 2	<b>Topographic Mapping</b> MNS will provide field topography of the school site as shown on exhibits which will include adjacent streets, Existing buildings. We will provide a 1" =20' scale mapping with 1' contour intervals and spot elevations.	<b>\$4,020</b>
Item 3	<b>Underground Utility Locations</b> MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.	<b>\$2,000</b>
Item 4	<b>Base Mapping</b> Compile the record boundary, field topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.	<b>\$1,220</b>
<b>Total for Ramona Elementary school</b>		<b>\$9,780</b>



## EXHIBIT A

### Assumptions, Exclusions and Understandings

- 1 Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the Superintendent to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without prior authorization from the superintendent.
- 2 Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the superintendent prior to proceeding with such items of work.
- 3 Work may be requested that, due to the Clients schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
- 4 Contract Payment and Reimbursable Expenses:
  - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
  - b) Courier service, blueprinting, and reproduction cost are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
- 5 Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$280 per hour for a two-person survey crew.
- 6 Governmental agency fees or charges and/or deposits are the responsibility of the client.
- 7 Digital files for plans will be provided by the client prior to work proceeding.
- 8 All record documents that relate to the existing monumentation shown on the plans will be provided by the client prior to work proceeding.
- 9 The cost for the survey supplies are factored into each line item fee.
- 10 There will not be any retention on our invoicing.



## STANDARD SCHEDULE OF FEES

### Project Management

Principal-In-Charge.....	\$250
Senior Project Manager.....	230
Project Manager.....	200
Project Coordinator.....	120

### Engineering

Principal Engineer.....	\$225
Lead Engineer.....	210
Supervising Engineer.....	190
Senior Project Engineer.....	175
Project Engineer.....	155
Associate Engineer.....	140
Assistant Engineer.....	125

### Surveying

Principal Surveyor.....	\$220
Supervising Surveyor.....	195
Senior Project Surveyor.....	170
Project Surveyor.....	150
Senior Land Title Analyst.....	145
Assistant Project Surveyor.....	125
Party Chief.....	150
Chainperson.....	130
One-Person Survey Crew.....	180

### Technical Support

CADD Manager.....	\$150
Supervising Technician.....	135
Senior Technician.....	125
Engineering Technician.....	95

### Construction Management

Principal Construction Manager.....	\$225
Senior Construction Manager.....	195
Resident Engineer.....	180
Structure Representative.....	170
Construction Manager.....	165
Assistant Resident Engineer.....	150
Construction Inspector (PW).....	140
Office Administrator.....	105

### Government Services

City Engineer.....	\$200
Deputy City Engineer.....	185
Assistant City Engineer.....	175
Plan Check Engineer.....	160
Permit Engineer.....	140
City Inspector.....	125
City Inspector (PW).....	140
Planning Director.....	185
Senior City Planner.....	160
Assistant Planner.....	145

### Administrative Support

Administrative Analyst.....	\$110
IT Technician.....	105
Graphics/Visualization Specialist.....	95
Administrative Assistant.....	70

### Direct Expenses:

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

### Prevailing Wage Rates:

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law



**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT)**

This Agreement for Consultant Services ("Agreement") is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

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

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



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

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

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

#### **9. Responsibilities of Consultant:**

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

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

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

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

#### **10. Responsibilities of District.**

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

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

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

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

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

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

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

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

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

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


21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

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

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

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

 (Initials)

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


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

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

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

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

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

 (Initials)

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

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

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

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

To Consultant: MNS Engineers, Inc.  
4580 E. Thousand Oaks Blvd., Suite 101  
Westlake Village, CA 91362  
Attention: Fred Tice  
T: (805) 648-4840  
Email: ftice@mnsengineers.com

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

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



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

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

**OXNARD SCHOOL DISTRICT:**

**MNS ENGINEERS INC.:**

Lisa A. Franz  
Signature

[Signature]  
Signature

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

JAMES A. SALVIO, PRESIDENT & CEO  
Typed Name/Title

11-20-13  
Date

29 OCTOBER 2013  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-2000889

- Not Project Related
- Project #13-126


**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

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

- Not Project Related
- Project #13-126

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<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>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT:</b>	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

- Not Project Related  
 Project #13-126

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**COMPENSATION & RATE/FEE SCHEDULE**

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

**MNS Engineers Standard Schedule of Fees**

**Effective July 1, 2013 through June 30, 2014**

**Project Management**

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

**Surveying**

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

**Technical Support**

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts**

Not Project Related

Project #13-126

**allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

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

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

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

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

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

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

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

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

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with

- Not Project Related
- Project #13-126

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

- Not Project Related
- Project #13-126

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-126

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

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

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

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

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

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

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

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

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

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



- Not Project Related
- Project #13-126

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

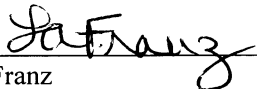
**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

- Not Project Related  
 Project #13-126

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

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

- Not Project Related
- Project #13-126

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

Name: FRED TICE

Title: PRINCIPAL SURVEYOR

AND/OR

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

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

Date: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

Not Project Related

Project #13-126

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**SCOPE OF SERVICES – PROJECT SURVEYOR**

**The Project Surveyor’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

**1) Boundary Survey-General Requirements:**

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

**2) Topographic Survey Scope of Services:**

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
  1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
  2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
  3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
  4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
  5. Note possibilities of prescriptive rights-of-way and the nature of each;
  6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01’. Location of benchmark to be determined by Architect of Record;
  7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
  8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
  9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

Not Project Related

Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
  - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
  - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
  - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
  - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

### **3) Reports**

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

### **4) Time**

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

### **5) Accuracy Standards**

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

- Not Project Related
- Project #13-126

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** MNS Engineers, Inc. ("MNS")

---

MNS 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 MNS, 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.

\_\_\_\_\_  
MNS Engineers, Inc. Date

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

\_\_\_\_\_  
Caldwell Flores Winters, Inc. Date

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

Not Project Related  
 Project #13-126

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)  
Program Manager for Oxnard School District  
1901 Victoria Ave, Suite 106  
Oxnard, CA 93035  
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site  
PROJECT #: Project #  
PROJECT TYPE: New Const./Modernization  
DATE: Date of Invoice  
INVOICE #: Invoice #  
PERIOD COVERED: Billing Period of Invoice  
PO #: Purchase Order #

SUBCONTRACTOR: \_\_\_\_\_  
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	
				SCOPE OF WORK	SCOPE OF WORK				FEE	RE-IMB
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB		0%	#VALUE!	0	#VALUE!	#VALUE!
<b>SUBTOTALS</b>							#VALUE!	\$0.00	#VALUE!	#VALUE!

<b>TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS</b>		#VALUE!
<b>TOTAL DUE THIS INVOICE</b>		#VALUE!

Not Project Related

Project #13-126

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

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

### First Billing.

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

### Subsequent Billings

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

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





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No. BA2220L967

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE-** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS</b></li> <li><b>E. TRAILERS -INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE-GLASS</b></li> <li><b>J. PERSONAL EFFECTS</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

#### Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales

Date of Meeting: 9/6/17

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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Work Authorization Letter #9 to Earth Systems Southern California to provide Geotechnical Engineering Services for the 4 Kinder/Flex Facilities Projects (Morales/Fateh/CFW)**

---

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #9 to Earth Systems to provide a geotechnical report for the 4 Kinder/Flex Facilities Projects at McAuliffe, Ritchen, Brekke and Ramona Elementary Schools.

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

Master Agreement #13-122

Work Authorization Letter #9

Consultant: **Earth Systems Southern California**

Date Issued: **9/6/17**

**FISCAL IMPACT**

Earth Systems is being tasked with providing Geotechnical Engineering Services and to produce a geotechnical report for the four sites for a lump sum fixed fee of: **Thirty-Four Thousand Four Hundred Dollars and Zero Cents (\$34,400.00)** to be paid out of the **Master Construct and Implementation Funds**.

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters that the Board of Trustees approve WAL #9 for Master Agreement #13-122 with Earth Systems.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #9 – Earth Systems (1 Page)
- Proposal dated July 31, 2017 (4 Pages)
- Master Agreement #13-122, Earth Systems (41 Pages)



	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> <b>SITE NAME:</b> McAuliffe, Ritchen, Brekke & Ramona <b>MASTER AGREEMENT #:</b> 13-122 <b>WAL #:</b> 9	<b>DATE:</b> 9/6/2017 <b>DSA #</b> <b>OPSC #</b> <b>VENDOR ID:</b>
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	Earth Systems Southern California 1731-A Walter St. Ventura, CA 93003 (805)642-6727
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
Consultant will review data provided in previous regional geologic reports for the area, and we will analyze aerial photographs taken of the site in the past and will map the surficial geology of the site. Perform cone penetration tests, borings, lab tests on soil samples collected during the field exploration to include but not limited to; measurement of in place moisture and density, determination of maximum density and optimum moisture of soils anticipated to be used during grading, direct shear testing of remolded samples of bearing soils and soils that may be used to construct fill slopes, direct shear testing of relatively undisturbed samples of materials that will underlie proposed cut slopes, and/or underlie existing natural slopes, consolidation testing of in-situ soils within the influence of anticipated loading; expansion index testing of anticipated bearing soils; grain size and plasticity analyses of key soil types; pH resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations, R-Value testing for use in determining preliminary structural paving sections, and organization of the data collected with recommendations for site development based on the geotechnical conditions. <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b> 9/7/2017	<b>COMPLETION DATE:</b> Approximately 10/23/2017	
<b>FIXED FEE AMOUNT:</b> <u>Thirty-Three Thousand Dollars and Zero Cents (\$34,400.00)</u>		
<i>This fee amount is based upon Consultant's proposal dated <u>7-31-2017</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>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.</i>		
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
<b>FOR DISTRICT USE ONLY</b>		
<b>PROJECT MANAGER:</b> P.O. # <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds <b>COST ID:</b> 6171	<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)	(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>		



July 31, 2017

Proposal No.: VP-17-200

Oxnard School District  
c/o Chris Yafuso at CFW  
[cyafuso@aimcsworld.com](mailto:cyafuso@aimcsworld.com)

Project: KinderFlex Facilities  
McAuliffe, Ritchen, Brekke, and Ramona Elementary Schools  
Oxnard, California

Earth Systems Southern California (Earth Systems) is pleased to present the following as a proposal/work order to provide Engineering Geology and Geotechnical Engineering services for proposed KinderFlex facilities at four elementary schools in the City of Oxnard, California. Detailed plans are not yet available, but it is anticipated that each facility will be a modular one-story structure.

The Division of the State Architect (DSA) requires geohazard evaluations for schools, and the proposed campus is located within one of the potential Liquefaction Hazard Zones that have been designated by the California Geological Survey. Our proposed work will address liquefaction potential in various areas of the campus.

The DSA also has specific requirements for the number of borings required to properly address the geotechnical characteristics of the site with respect to the proposed structures. Earth Systems will include at least two points of subsurface exploration in each building. Current conceptual plans show alternative locations at McAuliffe and Brekke Elementary Schools; thus, it would be prudent to determine which alternative should be addressed by our studies prior to doing subsurface investigations at those schools. This proposal does not include assessing the conditions at the alternative sites of these schools. It only includes exploration at the primary sites.

The scope of services for the Engineering Geology and Geotechnical Engineering Report would generally include the following:

- A. We will review data provided in previous regional geologic reports for the area, and we will analyze aerial photographs taken of the site in the past. In addition, we will map the surficial geology of the site. The intent of these studies will be to identify potential geologic hazards that could impact the proposed project.

- B. We will visit the site to mark points of exploration and notify Underground Service Alert of our intent to dig. After the required 48-hour notification period has ended, we will advance two borings at each site. One boring at each school is planned to be advanced with a mud rotary drilling system to a depth of about 60 feet. The second boring will be drilled to a depth of approximately 15 feet with a hollow-stem auger system. A member of our staff will supervise the field study and log the test holes. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. We currently anticipate that cuttings from the borings may be used to backfill the holes, and any remaining cuttings or fluids can be left and/or spread on-site. (Our proposal includes rental fees for the subcontracted drill rig, but does not include fees that may be required to drum cuttings or have them hauled off-site.)
- C. Laboratory testing will be performed on soil samples collected during the field exploration to generate data to be used in analyzing subsurface site characteristics. Tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be used during grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ soils within the influence of anticipated loading; expansion index testing of anticipated bearing soils; grain size and plasticity analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.
- D. Once field and laboratory tests are completed, the data will be organized and analyzed by a member of our professional staff to develop conclusions and recommendations relevant to site development as we understand it. Analyses of liquefaction, and of potential mitigation measures, are expected to be among the most critical.
- E. We will prepare four Engineering Geology and Geotechnical Engineering Reports that will be based on our understanding of the proposed projects, evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the reports will be descriptions of the field and laboratory tests performed during our studies, discussions pertaining to the engineering properties of soils and rock types encountered on-site, potential geohazards that were identified on the site (if any), and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; foundation design criteria based on the potential liquefaction hazard and soil expansion; and other geohazard mitigation measures that should be implemented into the project (if any).

- F. Our scope of services will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject site.

We feel confident that we can provide the services proposed above in an expeditious manner. Field work should begin about one to two weeks after authorization to proceed (weather and drill rig availability permitting). It is our understanding that drilling operations should be scheduled for Saturdays. It is anticipated that drilling for two schools can be completed in one Saturday; thus, two Saturdays will be necessary to complete the studies for the four schools. The report should be ready for distribution approximately four weeks after completion of field work.

Based on the above, we propose to provide the four Engineering Geology and Geotechnical Engineering Reports on a fixed fee basis for \$34,400.00, which equates to \$8,600.00 per site. We intend to issue a 50% progress invoice of \$17,200.00 upon completion of field work. The remainder of the total amount will be due and payable upon receipt of the reports.

Anthony Mazzei will serve as the Geotechnical Engineer (GE 2823) for these projects, and Patrick Boales will serve as the Engineering Geologist (EG 1346). Our reports are intended to address those items required by DSA and the California Geological Survey for studies of this nature. However, the reviewing agencies sometimes request that additional studies be performed prior to granting approval of permits. Additional work required by the appropriate jurisdictional agencies, if any, is not included in the scope and fees proposed herein.

Other additional services, such as plan reviews or construction testing and inspection services, are not included within the scope or fees proposed herein. Such services would be provided on a Time and Materials basis, as calculated from the Fee Schedule in effect when the services are provided.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Southern California is in compliance with California Senate Bill 854 (Registration Number 1000036233). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

The Terms within Master Service Agreement 13-122 between the Oxnard School District and Earth Systems Southern California shall apply to this project.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

July 31, 2017

4

Proposal No.: VP-17-200

Upon acceptance of this proposal, please sign, date, and return a signed copy to Earth Systems Southern California, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHERN CALIFORNIA**

AGREED TO AND ACCEPTED



Patrick V. Boales  
Engineering Geologist No. 1346/President

\_\_\_\_\_  
Client Signature



Richard M. Beard  
Geotechnical Engineer No. 128/Chairman

\_\_\_\_\_  
Client Name and Title (in print)

\_\_\_\_\_  
Date

Copies:           1 - Oxnard School District c/o CFW (via email)  
                      1 - Proposal File

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND  
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

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

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL 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.

PVB (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.

PVB (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.

PVB (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:** Earth Systems  
1731-A Walter Street  
Ventura, CA 93003  
Attention: Paul Mooney  
T: (805) 642-6727  
Email: pmooney@earthsys.com

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

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

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

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

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565



Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**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 #13-122

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<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><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
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)	
<b>SPECIAL INSTRUCTIONS:</b>		

- Not Project Related
- Project #13-122

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**COMPENSATION & RATE/FEE SCHEDULE**

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

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

## LABORATORY SERVICES (Partial Listing of Available Tests)

### *SOIL*

Moisture Content of Soils: ASTM D 2216 .....	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829 .....	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202 .....	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 .....	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils .....	\$290.00
Soils with Additives .....	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) .....	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217 .....	\$110.00
Special Sample Preparation .....	\$75.00/hour

### *CONCRETE*

#### Concrete Aggregate

##### Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202 .....	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 .....	\$95.00

##### Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206 .....	\$75.00
Fine Aggregate: ASTM C 128: CTM 207 .....	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 .....

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 .....

\$75.00

Special Sample Preparation .....

\$75.00/hour

Not Project Related

Project #13-122

### **Cylinders, Beams, and Cores**

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....	\$30.00*
Compression Test of Cored Samples: ASTM C 42 .....	\$55.00*
Compression Test Gunitite Samples .....	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation .....	\$75.00/hour

\*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

## ***ASPHALT CONCRETE***

### **Miscellaneous Tests**

#### **Bulk Specific Gravity of Compacted Specimens and Core Samples:**

ASTM D 2726, ASTM D 1188; CTM 308 .....	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041 .....	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens) .....	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
<b>Sieve Analysis:</b>	
Washed: ASTM C 117, C 136; CTM 202 .....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
<b>Specific Gravity:</b>	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208 .....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

- Not Project Related  
 Project #13-122

### ***AGGREGATE BASE***

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 .....	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

### ***MASONRY***

#### **Concrete Block (Per Specimen)**

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140 .....	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140 .....	\$30.00
Shrinkage (set of 3 required): ASTM C 426 .....	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 .....	\$35.00

#### **Mortar and Grout (Per Specimen)**

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required) .....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
---------------------------------------------------------------------------------	----------

#### **Brick/Paving Units (Per Specimen)**

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

- Not Project Related
- Project #13-122

**STEEL**

**Reinforcing Bar Tests**

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....\$115.00  
 Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote  
 Unit Weight of Coating (Galvanized).....\$105.00

**Structural Steel**

Tensile and Bend Test (sample preparation not included).....\$115.00  
 Machining Charges, per sample..... Cost plus 20%  
 Unit Weight of Galvanized Coating .....\$110.00

**Pipe**

Tensile Test (sample preparation not included).....\$57.00  
 Flattening Test (sample preparation not included) .....\$40.00

**High Strength Bolts**

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) .....\$250.00

**MISCELLANEOUS CHARGES  
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment .....\$75.00/day  
 Torque Wrench .....\$50.00/day  
 Skidmore Device.....\$75.00/day

Not Project Related

Project #13-122

**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,



Not Project Related

Project #13-122

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

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

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

Not Project Related

Project #13-122

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #13-122

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 #13-122

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-122

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

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

Not Project Related

Project #13-122

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

Name: See Attached List

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: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: *Paul E. Mooney, VP.*

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

Not Project Related

Project #13-122

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**  
**SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING**

**The Geotechnical's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

**1. Borings:**

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

**2. Drilling and sampling methods and protection of property:**

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and



Not Project Related

Project #13-122

plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

Not Project Related

Project #13-122

- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

Not Project Related

Project #13-122

C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

Not Project Related

Project #13-122

## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

Not Project Related

Project #13-122

All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
  - Concrete Cores (ASTM C39)
  - Lightweight Concrete (ASTM C495)

Not Project Related

Project #13-122

- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

Not Project Related

Project #13-122

**7. Mix Design Review:**

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests*. Laboratory tests shall include:
  - i. **Masonry Compression Tests**
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. **Steel Reinforcing**
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. **Concrete Aggregate**
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

**8. Duties:**

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

**9. Structural Steel:**

- a. *Inspection Services*. The CONSULTANT shall provide inspection services for the following:
  - i. **Field Welding**
  - ii. **High Strength Bolting**
  - iii. **Metal Decking**
  - iv. **Welded Stud Connectors**
  - v. **Fabrication Shop**

Not Project Related

Project #13-122

- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

## 10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.



Not Project Related

Project #13-122

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:**     **[INSERT PROJECT NAME]**

**Consultant: Earth Systems Southern California ("Earth Systems")**

---

Earth Systems has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, 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.

---

Earth Systems Southern California                      Date

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

---

Caldwell Flores Winters, Inc.                              Date

---

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

- Not Project Related
- Project #13-122

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: Taylor Middlestadt (tmiddlestadt@ctwinc.com)

PROJECT: Project Name/Site  
 PROJECT #: Project #  
 PROJECT TYPE: New Const./Modernization  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

**VENDOR NAME**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VENDOR NAME**

SUBCONTRACTOR: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
<b>SUBTOTALS</b>				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related  
 Project #13-122

## 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 CFV 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 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>Hartford Fire Ins. Co.</b>	<b>19682</b>
	INSURER B: <b>American Automobile Ins. Co.</b>	<b>21849</b>
	INSURER C: <b>Lexington Ins. Co.</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
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	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** SCG, Inc., dba Earth Systems

**Policy Number:**57UUNUO0049

**Policy Effective Dates:** 04/01/13

**Additional Insured:**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”
  - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)  
HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales

Date of Meeting: 9/6/17

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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Work Authorization Letter #12 to ATC Group Services LLC to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project (Morales/Fateh/CFW)**

---

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-135 with ATC Group Services LLC to provide Environmental Support Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #12 to ATC Group Services LLC to provide a demolition level Asbestos, Lead and Other Hazardous Materials Survey for the Rose Avenue Elementary School.

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

Master Agreement #13-135

Work Authorization Letter #12

Consultant: **ATC Group Services LLC**

Date Issued: **9/6/17**

**FISCAL IMPACT**

ATC Group Services LLC is being tasked with providing Environmental Support Services and to produce a Hazardous Materials Survey for demolition purposes for a lump sum fixed fee of: **Nineteen Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$19,995.00)** to be paid out of the Master Construct and Implementation Funds.

## **RECOMMENDATION**


It is the recommendation of the Superintendent, and the Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #12 for Master Agreement #13-135 with ATC Group Services LLC.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #12 – ATC Group Services LLC (1 Page)
- Proposal dated August 14, 2017 (5 Pages)
- Master Agreement #13-135, ATC Group Services LLC (32 Pages)



	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> <b>SITE NAME:</b> Rose Avenue Elementary School <b>MASTER AGREEMENT #:</b> 13-135 <b>WAL #:</b> 12	<b>DATE:</b> 9/6/2017 <b>DSA #</b> <b>OPSC #</b> <b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

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

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Consultant will perform an asbestos survey; review previous hazardous material surveys, perform visual inspections, develop a sampling scheme based on AHERA, collect samples of each suspect material identified in the facility, sample roof material, lab tests shall be NVLAP, NIST and AIHA accredited, lead survey; perform testing of areas that will be impacted during demolition, conduct field surveys and collect paint chip samples, locate & asses the concentration of LBP in the facility, complete California DPH form 8552 , other hazardous materials inventory of; PCB containing units, lead containing units, flourescent lighting tubes, mercury containing units, chlororfluorocarbons, solvents, radioactive materials, & miscellaneous or unknown materials.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> 9/7/2017	<b>COMPLETION DATE:</b> 10/27/2017
-----------------------------	------------------------------------

**FIXED FEE AMOUNT:** Nineteen Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$19,995.00)

*This fee amount is based upon Consultant's proposal dated 8/14/17 and subsequent negotiations mutually agreed to by all parties*

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

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

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

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

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> P.O. # <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds <b>COST ID:</b> 6240	<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

**SPECIAL INSTRUCTIONS:**



August 14, 2017

Mr. Chris Yafuso  
Assistant Program Manager  
Sent via email: [[Cyafuso@aimcsworld.com](mailto:Cyafuso@aimcsworld.com)]

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

RE: Proposal for Hazardous Material Survey  
Rose Avenue Elementary School  
220 South Driskill Street  
Oxnard, California 93030  
ATC Proposal No. 10116-2017-08-0313

Dear Mr. Yafuso:

ATC Group Services LLC (ATC) is pleased to provide this proposal in response to your Request for Proposal to provide asbestos/lead consulting services at the current Rose Avenue Elementary School property. ATC understands that the Oxnard School District is planning to construct new buildings and demolish most of the current buildings located on the Rose Avenue Elementary School property.

## INTRODUCTION

ATC is a fully disciplined environmental consulting firm specializing in all phases of hazardous materials management. ATC currently maintains a nationwide network of over 100 regional and branch offices and has worked with virtually all levels of local, State and Federal government agencies. Additionally, we have performed a diverse range of services for nationally based commercial, industrial and institutional clientele. ATC has an in-house professional staff of over 1,900 health and safety experts specializing in the fields of ecology, hydrogeology, industrial hygiene, architecture, engineering and various environmental sciences.

ATC will utilize the services of LA Testing for all required analytical testing. LA Testing is certified by the State of California Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and accredited by the United States Department of Commerce National Institutes of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos bulk fiber analysis. LA Testing is also accredited by the American Industrial Hygiene Association's (AIHA) Laboratory Quality Assurance Program for industrial hygiene and lead analysis.

## PROJECT APPROACH

ATC will utilize experienced California Department of Occupational Health (DOSH) certified asbestos consultants and site surveillance technicians to perform all asbestos related services. These designations require a minimum number of years' experience as well as the completion of various courses under the EPA Model Accreditation Plan including AHERA Asbestos Building Inspector, Management Planner, Project Designer, and Abatement Contractor/Supervisor.

ATC will also use experienced California Department of Public Health (CDPH) certified lead professionals such as Lead-Related Construction Inspector Assessors (LRCIA) and Sampling Technicians (LRCST) to perform all lead related services. ATC has the required technical certifications and skills to provide a strong project team. Throughout the duration of the project, the assigned staff members will comply with current Federal, State and local environmental regulations affecting the project and will provide the following services:

## **SCOPE OF SERVICES**

### **Asbestos Survey**

- Review all asbestos, lead, and other hazardous material surveys provided by the client in order to develop a sampling strategy;
- Perform a visual inspection of the facility for demolition purposes, in accordance with Asbestos Hazard Emergency Response Act (AHERA) regulatory and ATC guidelines during normal business hours Monday - Friday (7:00 am to 6:00 pm);
- Determine extent of suspect asbestos-containing materials, and develop a representative sampling scheme of homogeneous areas based on AHERA and ATC sampling guidelines for demolition purposes;
- Collect supplemental bulk samples of suspect materials for asbestos content analysis if accessible (does not include pipe chases, voids, or behind walls unless destructive testing is authorized);
- Scope is to collect representative samples of each suspect material identified in the facility;
- Survey does include sampling of the roof since it will be impacted by the upcoming demolition. ATC does not typically test a roof with more than 3 years of life remaining so as to not void any roof warranties. ATC will patch the roof with off-the-shelf materials but does not provide any warranty as to its effectiveness. Professional patching of the roof will be the school district's responsibility;
- Survey shall locate, quantify and assess the condition of suspect ACMs;
- Survey shall be conducted in a manner which is safe for the inspection team, any facility occupants and visitors;
- All bulk sample analysis shall be accompanied by chain-of-custody documentation and performed by a laboratory who participates in the National Voluntary Laboratory Accreditation Program (NVLAP), is accredited by the National Institute of Science and Technology (NIST) and the American Industrial Hygiene Association (AIHA);
- Laboratory will initially analyze all samples for the presence of asbestiform minerals utilizing Polarized Light Microscopy (PLM) coupled with Dispersion Staining in general accordance with the United States Environmental Protection Agency's (EPA) "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (40 CFR 763, Subpart F, Appendix A);
- Provide 2 copies of the asbestos survey report to Client.

### **Lead Survey**

- Perform testing of areas that will be impacted during demolition (paying close attention to loose and flakey paint and ceramic tile/porcelain) in accordance with California Department of Public Health

(DPH) Title 17 CCR, United States Department of Housing and Urban Development (HUD) protocol, and California Occupational Safety and Health Administration (Cal-OSHA);

- Identify select building components which may be impacted during demolition and develop a representative sampling scheme;
- Conduct limited XRF field survey and/or collection of paint chip samples for lead content;
- Survey shall locate and assess the concentration of LBP located in the facility;
- Survey shall be conducted in a manner that is safe for the inspection team, any facility occupants and visitors;
- Complete California DPH Form 8552 "Lead Hazard Evaluation Report" for each facility that is sampled. ATC will send one completed copy to the California DPH and one copy with the final report to Client;
- Provide 2 copies of the lead survey report to Client.

### **Other Hazardous Materials Inventory**

ATC will conduct a thorough visual inspection and inventory of all visible and suspect hazardous or regulated materials present on the site property to include, but not limited to the following:

- Polychlorinated Biphenyl (PCB) containing units, such as: PCB lighting ballasts and PCB contamination in electrical units;
- Lead-containing units such as emergency exit sign batteries and non-PCB lighting ballasts;
- Fluorescent lighting tubes;
- Mercury containing units such as light switches and thermostats;
- Refrigerants, Halon, and other chlorofluorocarbons (CFCs) such as, rooftop HVAC systems, window AC units, fire extinguishing systems and cans of Freon used in association with building drinking fountains;
- Solvents, paints, fuel (storage tanks), lubricants, and other associated maintenance and cleaning products;
- Radioactive materials that may be contained in units such as smoke detectors or exit signs;
- Miscellaneous materials such as, unknown or unlabeled materials or substances of concern.

### **Client Supplied Items**

- Copies of all prior Asbestos and Lead Surveys;
- Unlimited access to the survey area (the Principal's office typically has one closet not master-keyed.);
- On-site parking for the Technician(s);
- Single line drawings of the buildings such as a fire escape plan or AHERA 1-A Plans.

**Laboratory Services**

ATC’s laboratory (LA Testing) has capabilities for PCM, PLM, and TEM analysis for asbestos samples as well as Flame AA analysis for lead samples. Located in South Pasadena, California, the laboratory is capable of providing prompt turn-around for samples. Samples will be analyzed on a normal turnaround time 3-5 days.

**Fee Schedule – LUMP SUM**

Activity	Units	Fee
Principal Consultant	8 hrs. @ \$125/hr.	\$1,000.00
Project Manager	5 hrs. @ \$95/hr.	\$475.00
Project Hygienist (Report)	10 hrs. @ \$90/hr.	\$900.00
Technician	160 hrs. @ \$80/hr.	\$12,800.00
CADD	18 hrs. @ \$75/hr.	\$1,350.00
Clerical	3 hrs. @ \$60/hr.	\$180.00
ACM Bulk Samples (quantity estimated)	200 @ \$9/ea.	\$1,800.00
Lead Bulk Samples (quantity estimated)	10 @ \$9/ea.	\$90.00
XRF Device	5 @ \$100/day	\$500.00
Reimbursable Expenses (mileage, etc.)	10 @ \$90/day	\$900.00
TOTAL LUMP SUM		\$19,995.00

The estimated cost referenced above includes the following:

- Please note that the fee schedule includes up to 200 samples of suspect ACM; if additional samples are required in order to properly assess the property, the Client will be notified and the additional samples will be billed at a rate of \$9 per sample. All asbestos bulk samples will be analyzed on a normal turnaround time (3-5 day).
- If point counts are requested, they are invoiced at \$100.00 per sample (1000 point count) and written approval will be required (3-5 day turnaround time only). If Full-Quantitative bulk analysis is requested, they are invoiced at \$250.00 per sample and written approval will be required (3-5 day turnaround time only).
- Please note that the fee schedule includes up to 10 samples of suspect LBP; if additional samples are required in order to properly assess the property, the Client will be notified and the additional samples will be billed at a rate of \$9 per sample. All lead bulk samples will be analyzed on a normal turnaround time (3-5 day).

**Project Schedule**

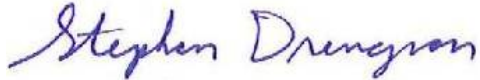
- ATC is prepared to initiate field activities, as outlined above, upon written authorization. ATC will complete the Demolition Survey and Report within 45 days once authorization is provided. The performance period may be extended due to unforeseen conditions such as site access. Verbal results can be provided upon receipt of the lab results by ATC if requested.

Oxnard Unified School District  
August 14, 2017

## Authorization

ATC appreciates the opportunity to present this proposal and looks forward to working with the Oxnard Unified School District on this project. If this proposal is acceptable to you and you wish ATC to schedule this project, please provide a notice to proceed and contract via email to [Stephen.Drengson@atcassociates.com](mailto:Stephen.Drengson@atcassociates.com). If you have any questions regarding this proposal, please contact our office at (323) 517-9780.

Sincerely,  
**ATC Group Services LLC**



Stephen R. Drengson  
Program Manager  
CAC No. 06-3975  
LRCIA No. 2895  
Direct Line +1 323 517 9650  
Email: [stephen.drengson@atcassociates.com](mailto:stephen.drengson@atcassociates.com)



Andrew Hoyer  
Project Manager  
CAC No. 05-3837  
LRCIA No. 19586  
Direct Line +1 323 517 9645  
Email: [andrew.hoyer@atcassociates.com](mailto:andrew.hoyer@atcassociates.com)

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Cardno ATC** (“Consultant”) with a business address at 25 Cupania Circle, Monterey Park, CA 91755. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

RECEIVED NOV 01 2013  
CFW

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

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



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

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

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

**9. Responsibilities of Consultant:**

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

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

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

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

**10. Responsibilities of District.**

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

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

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

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

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

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

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

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

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

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


21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

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

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

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

 (Initials)

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


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

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

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

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

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

 (Initials)

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

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

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

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

To Consultant: Cardno ATC  
25 Cupania Circle  
Monterey Park, CA 91755  
ATTN: Carlos A. Galdamez  
T: (323) 517-9780  
Email: carlos.galdamez@cardno.com

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

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



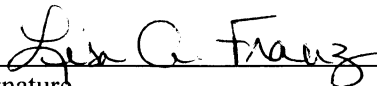
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

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

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

**OXNARD SCHOOL DISTRICT:**

**CARDNO ATC:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

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

Stephen Drengson/Program Manager  
Typed Name/Title

11-20-13  
Date

10/30/13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 46-0399408

Not Project Related

Project #13-135

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

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

Not Project Related

Project #13-135

	<b><u>WORK AUTHORIZATION LETTER (WAL)</u></b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<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>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	<b>CONSULTANT:</b>  _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-135

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**COMPENSATION & RATE/FEE SCHEDULE**

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

**STANDARD PERSONNEL RATES**

<b>Category</b>	<b>Base Hourly Rates</b>
Principal	\$115.00
Certified Safety Professional (CSP)	\$115.00
Certified Industrial Hygienist (CIH)	\$125.00
Geologist (CA Registered)	\$95.00
Engineer (CA Registered)	\$95.00
Program Manager	\$95.00
Senior Project Manager	\$85.00
Senior Engineer	\$85.00
Senior Geologist	\$85.00
Senior Industrial Hygienist	\$90.00
Project Industrial Hygienist	\$75.00
Project Engineer	\$75.00
Project Geologist	\$75.00
Project Scientist	\$75.00
Certified Asbestos Consultant (CA DOSH)	\$75.00
Project Manager	\$75.00
Trainer	\$75.00
Staff Industrial Hygienist	\$65.00
Staff Engineer	\$65.00
Staff Geologist	\$65.00
Certified Lead Project Designer (CA Registered)	\$55.00
Certified Lead Inspector/Assessor (CA Registered)	\$55.00
Certified Lead Project Monitor (CA Registered)	\$55.00
Certified Site Surveillance Technician (CA DOSH)	\$55.00
Technician III	\$65.00
Technician II	\$55.00
Technician I	\$45.00
Draftsperson / CADD	\$45.00
Clerical Staff	\$35.00

Not Project Related

Project #13-135

**ASBESTOS**

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	\$20.00	Immediate	\$20.00	Immediate	\$140.00
8 hours	\$15.00	8 hours	\$15.00	8 hours	\$125.00
24 hours	\$12.00	24 hours	\$12.00	24 hours	\$100.00
48 hours	\$9.00	48 hours	\$9.00	48 hours	\$75.00
3-5 days	\$9.00	3-5 days	\$9.00	3-5 days	\$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvac by TEM Chatfield Method Semi- Quantitative		Wipes/Microvac by TEM ASTM D- 5755 Quantitative	
Immediate	N/A	Immediate	\$200.00	Immediate	N/A
8 hours	N/A	8 hours	\$175.00	8 hours	N/A
24 hours	N/A	24 hours	\$175.00	24 hours	N/A
48 hours	N/A	48 hours	\$125.00	48 hours	N/A
3-5 days	\$100.00	3-5 days	\$125.00	5 days	\$200

**LEAD**

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	\$32.00	Immediate	\$40.00	24 hours	N/A	24-hours	\$125.00
8 hours	\$28.00	8 hours	\$35.00	2 days	\$100.00	2 days	\$100.00
24 hours	\$17.00	24 hours	\$30.00	3-5 days	\$84.00	3-5 days	\$84.00
48 hours	\$14.00	48 hours	\$25.00				
3-5 Days	\$10.00	3-5 Days	\$20.00				

Not Project Related

Project #13-135

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-135

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

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

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

- Not Project Related
- Project #13-135

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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



Not Project Related

Project #13-135

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-135

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

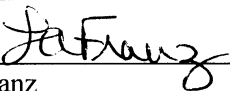
**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-135

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

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

Not Project Related

Project #13-135

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

Name: SEE LIST BELOW - ALL CLEARED

Title: \_\_\_\_\_

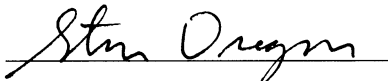
AND/OR

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

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

Date: 10/30/13

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

Signature: 

By: STEPHEN DRENSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENSON SR PM  
CARLOS GALDAMEZ SA PM  
BARRY HIETT SA PM  
ROBERT de la TORRE TECH  
DAMON CARRIER TECH  
RICHARD GARCIA TECH

Not Project Related

Project #13-135

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing**

**The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

**1. Pre-Construction Services:**

**a. Asbestos-Related Consulting Services**

- i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.
- v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.
- vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.
- vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

**b. Lead Based Paint (LBP) and other Lead-Related Consulting Services**

- i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

Not Project Related

Project #13-135

- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
- v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

**c. Hazardous Materials Consulting Services**

- i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
- ii. The following items require sampling:
  - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
  - Mercury thermostats and light switches and fluorescent light tubes
  - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
  - Hydrocarbon-containing equipment (door closers)
  - Lead (lead-acid batteries)
  - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

**d. Evaluation of Soil Conditions**

- i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
- ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) and Department of Toxic Substances Control (DTSC) regulations.
- iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

Not Project Related

Project #13-135

lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

- iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

## 2. Construction Phase:

- a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
  - i. Attend all necessary construction meetings during the course of abatement work
  - ii. Review abatement contractor submittals
  - iii. Provide on-site inspections with daily reports and photos of abatement work. Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
  - iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
  - v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
  - vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
  - vii. Complete written reports on all activities performed.
  - viii. Consultation on remedial action and contractor selection.
  - ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
  - x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
  - xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
  - xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

Not Project Related

Project #13-135

xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

### 3. Close-out Phase:

- a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
- b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

### 4. Reports

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

- a. Assessment Reports, Abatement Plan, & Final Close-Out Report
  - i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
  - ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, and HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
  - iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
  - iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

### 5. Time

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &



Not Project Related

Project #13-135

observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

**6. Accuracy Standards**

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

Not Project Related

Project #13-135

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Cardno ATC ("ATC")

---

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

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

---

Cardno ATC Date

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

---

Caldwell Flores Winters, Inc. Date

---

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

- Not Project Related
- Project #13-135

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**  
**Program Manager for Oxnard School District**  
**1901 Victoria Ave, Suite 106**  
**Oxnard, CA 93035**  
**ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)**

PROJECT: \_\_\_\_\_  
 PROJECT #: \_\_\_\_\_  
 PROJECT TYPE: **New Const./Modernization**  
 DATE: \_\_\_\_\_  
 INVOICE #: \_\_\_\_\_  
 PERIOD COVERED: \_\_\_\_\_  
 PO #: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

**Project Name/Site**  
**Project #**  
**Date of Invoice**  
**Invoice #**  
**Billing Period of Invoice**  
**Purchase Order #**

**VENDOR NAME**

STEP 2 STEP 1

Step 2 when this value is not blank in this column, the percentage of items will change automatically.  
 Step 1 when this value is not blank in this column, the percentage of items will change automatically.  
 Do not type in this column. Values will change automatically.

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee			0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables			0%	#VALUE!	0	#VALUE!	#VALUE!
<b>SUBTOTALS</b>									<b>#VALUE!</b>

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

Send Invoice & Release to this URL

- Not Project Related  
 Project #13-135

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

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

### First Billing.

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

### Subsequent Billings

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/31/2013

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue De Jean Suite 200 Lafayette LA 70508 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Insurance Co of the State of PA		19429
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Chartis Specialty Insurance Company		26883
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570051838093      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			CA 3582949 Auto (AOS)	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 2714604 Auto (MA)	09/30/2013	09/30/2014	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC039901297 WC _ AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate Per Incident	\$2,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

### CERTIFICATE HOLDER

### CANCELLATION

Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville CA 94608 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Holder Identifier :

Certificate No : 570051838093

©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

RECEIVED NOV 01 2013

CFW



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services, Inc.	
POLICY NUMBER See Certificate Number: 570051838093			
CARRIER See Certificate Number: 570051838093	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC - (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC - (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC - (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC - FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC - (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC - CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000
							Deductible	\$25,000
							SIR/Deduct	\$25,000

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/6/17

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

**Ratification to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2017/2018 (Penanhoat/Franz)**

---

In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services. The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

**FISCAL IMPACT:**

Any fees incurred will be charged to end user's budget.

**RECOMMENDATION:**

It is the recommendation of the Director of Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify the utilization of piggyback bids for purchasing products and services, as presented.

**ADDITIONAL MATERIAL(S):**

**Attached:**      None

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales

Date of Meeting: 9/6/17

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    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

***Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the Brekke Kindergarten Flex Classroom Project (Morales/Fateh/CFW)***

---

The Board-adopted June 2017 Master Construct and Implementation Program report verified the District’s need for additional flexible use classrooms to accommodate continued operation of the District’s Transitional Kindergarten (TK) program, additional Kindergarten enrollment, as well as future Special Education requirements.

The report identified a new project at Brekke Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The project will utilize a modular construction method and specifies an accelerated 12-month design, DSA approval, and construction schedule.

Public Contract Code generally requires school districts to award contracts for purchases or projects to the lowest responsible bidder with limited exceptions. Public Contract Code Section 20118 provides a useful exception to school districts regarding a delivery method referred to as “piggybacking” which allows public entities to acquire personal property participating in an existing contract of another public entity and allows a school district to forgo the competitive bidding requirements of Public Contract Code. The “piggyback” method is commonly used to acquire and install factory-built modular building components.

Pursuant to these requirements and discussion with District Administration, CFW requested a proposal from Silver Creek for Modular Construction Services. Silver Creek has submitted a proposal based on existing Piggyback Contract #14/15-3 with



the Chula Vista Elementary School District. Silver Creek has an accomplished track record of similar projects that align with the goals set forth within the project, and they have demonstrated the commitment and capacity to complete the scope of work on budget and on schedule.

### **FISCAL IMPACT**

The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at Brekke Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.

### **RECOMMENDATION**

None – Informational only.

### **ADDITIONAL MATERIAL**

- Brekke Elementary School Proposal from Silver Creek (6 Pages)



**SILVER  
CREEK**

Building for the Next Generation

August 18, 2017

Patricia Raphael Garcia  
Planning Associate  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd., Suite 201  
Los Angeles, CA 90041

RE: 72'x40' Modular Kindergarten Classroom Building for Oxnard School District – Brekke Elementary School

Patricia,

Thank you for the opportunity to provide a quote for the modular kindergarten classroom building for Oxnard School District – Brekke Elementary. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Elementary School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-114027, 2013 CBC. (High Seismic) per the floor plan. District specifications have been provided. Please refer to SCI Proposal Disclaimer (attachments A & B).

(1) 72'x40' Modular Kindergarten Classroom Building .....	\$790,744.87
Allowance for Structural and Engineering: .....	\$ 17,800.00
• Front and Rear of each Classroom	
▯ 24' of Soffit w/3 Can Lights Each	
▯ 4+4 Sections of Vinyl Tackboard	
▯ 16' 4-9'x40' Sliding Marker Boards, Rails and Installation by Others	
Allowance for 10-9'x4' Marker Board (No Window behind the Marker Boards)...	\$12,200.00
• 40' each on Side Wall 10-9x4 Marker Board Interior Finish by SCI	

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.

Payment schedule:

This proposal is valid for 90 days. Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

**Important Note:** *The actual dates may vary based upon the District's Architect receipt of DSA approval for the Buildings and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

*Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.*



Building for the Next Generation

Proposal Pricing Includes: (1) 72'x40' Modular Kindergarten Classroom Building

Base Building Price

Delivery w/o any Obstructions

Installation w/o any Obstructions

Crane w/o any Obstructions

Below Grade Concrete Foundation – (NIC Done by Others)

Light Weight Concrete Floors

Blocking For (3) Future TV @ each CR

Tandus Carpet

Ceramic Tile Flooring @ (2) Single Stall Childs Restroom w/Cold Water Only

Standard VCT Flooring @ Storage Room w/Vinyl Tack Board Interior

Casework - 16' of Upper & Lower Casework @ Storage w/Nevarmar ARP Surface Bull Noze

Casework – 4' Sink Cabinet w/bubbler, Counter Tops, and Back Splash w/doors

26ga Single Slope Kynar Roof System @ 5' Overhangs @ Both Front/Rear per Attached Photo

.45 mil TPO Single Slope Roof System @ Roof

Color Coated Stucco Exterior Siding (Painting NIC)

Insulation per PC

Standard Gutters

3" Roof Drains and Overflows

36" Self-Leveling Parapet per attached Photo

Standard Vinyl Tackboard Interior Siding

(4) Exterior 3070 Doors w/ Welded Frames w/Side Lites and Transoms

(6) Interior 3070 Legacy Walnut Doors

District's Hardware

Windows – (District Specs to be provided at a later time)

10'-0" Ceiling Main Grid w/ 755B Tiles

8'-0" Hard Ceiling, 4' Wainscot Ceramic Tile/ w/ above Ceramic Tape, Texture, and Paint @ Restrooms

LED Interior Light Fixtures – per PC

LED Exterior Lights – per PC

Lighting Control System – per PC

Data Stubbed Above Ceiling

(2) Three Phase 150amp Load Center

(2) Clock

(2) 5 Ton Three Phase Roof Mounted w/ Heat Pump HVAC's

Hatch and Ladder

Hose Bib- (At Roof)

Kinder Size Floor Mounted Flush Valve Toilet Fixtures

Gran Bars and Mirrors

Plumbing Manifolds

(2) Porcelain Marker Boards

(4) Semi – Recessed Fire Extinguishers

Blocking and Electrical for Future Television

Engineering and Design

Contract and Project Supervision

---

**Exclusions:**



Building for the Next Generation

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
  - Site preparation and access
  - Concrete Foundation
  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities/ POC's
  - Walkways, landscaping and Irrigation
  - Concrete curb and flatwork/ Expansion joint caulking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under-building drainage and/or drywells.
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.
- Fees for blocking streets
- Special unloading and transportation routing
- Fire rated assemblies, unless noted Any fire rating requirements due to orientation of building on site, property lines, etc. or Fire Sprinklers and WUI Code
- Foundation Weld Plates
- Roof water testing/ Door flood test/ Flood test
- Seamless gutters
- Door stops, unless specified by district
- Window shades- manual or operable
- Conduit, raceways, boxes, cable trays above ceiling
- Special back boxes for phone, FA, Security and Intercom system.
- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems. Any and all Wire Mold
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Lighting Control Panel and EMS System
- Electrical grounding system or components
- Electrical transformers and main switch gear
- Water system Chlorination testing/ certification
- Utility meters, pressure regulators and shut-off valves
- HVAC hard ducting
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Water flow tests and rates (required for sprinkler design)
- Appliances, furniture and/or equipment
- Professional cleaning- including waxing floors, stripping and sealing
- Architect fees
- Prevailing Wage in SCI Factory, PLA/PSA, or other union agreements
- DSA required in-plant and site inspection fees
- Signage, Toilet Accessories, WIC Certification, Projector, Television



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. If you have any questions or concerns, please do not hesitate to contact me at the office: (951) 943-5393 ext 121, cell phone: (909) 721-6176 or via email at [adela@silver-creek.net](mailto:adela@silver-creek.net)

With regards,  
*Adela Ellis*  
Business Development Manager

**Attachment A - Structural / Foundation System Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal (quotation) utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Window Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**Attachment B- Fire / Life Safety and Energy Compliance Features Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to SCI by the client. This proposal (quotation) reflects the relevant requirements of the California Code of Regulations (Title 24) any local amendments or medications are excluded unless specifically noted other in this proposal (quotation). In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal (quotation) utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	No separated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Morales

**Date of Meeting:** 9/6/17

**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**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

***Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the McAuliffe Kindergarten Flex Classroom Project (Morales/Fateh/CFW)***

---

The Board-adopted June 2017 Master Construct and Implementation Program report verified the District’s need for additional flexible use classrooms to accommodate continued operation of the District’s Transitional Kindergarten (TK) program, additional Kindergarten enrollment, as well as future Special Education requirements.

The report identified a new project at McAuliffe Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The project will utilize a modular construction method and specifies an accelerated 12-month design, DSA approval, and construction schedule.

Public Contract Code generally requires school districts to award contracts for purchases or projects to the lowest responsible bidder with limited exceptions. Public Contract Code Section 20118 provides a useful exception to school districts regarding a delivery method referred to as “piggybacking” which allows public entities to acquire personal property participating in an existing contract of another public entity and allows a school district to forgo the competitive bidding requirements of Public Contract Code. The “piggyback” method is commonly used to acquire and install factory-built modular building components.

Pursuant to these requirements and discussion with District Administration, CFW requested a proposal from Silver Creek for Modular Construction Services. Silver Creek has submitted a proposal based on existing Piggyback Contract #14/15-3 with



the Chula Vista Elementary School District. Silver Creek has an accomplished track record of similar projects that align with the goals set forth within the project, and they have demonstrated the commitment and capacity to complete the scope of work on budget and on schedule.

### **FISCAL IMPACT**

The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at McAuliffe Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.

### **RECOMMENDATION**

None – Informational only.

### **ADDITIONAL MATERIAL**

- McAuliffe Elementary School Proposal from Silver Creek (6 Pages)



Building for the Next Generation

August 18, 2017

Patricia Raphael Garcia  
Planning Associate  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd., Suite 201  
Los Angeles, CA 90041

RE: 72'x40' Modular Kindergarten Classroom Building for Oxnard School District – McAuliffe Elementary School

Patricia,

Thank you for the opportunity to provide a quote for the modular kindergarten classroom building for Oxnard School District – McAuliffe Elementary. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Elementary School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-114027, 2013 CBC. (High Seismic) per the floor plan. District specifications have been provided. Please refer to SCI Proposal Disclaimer (attachments A & B).

(1) 72'x40' Modular Kindergarten Classroom Building .....	\$790,744.87
Allowance for Structural and Engineering: .....	\$ 17,800.00
• Front and Rear of each Classroom	
▯ 24' of Soffit w/3 Can Lights Each	
▯ 4+4 Sections of Vinyl Tackboard	
▯ 16' 4-9'x40' Sliding Marker Boards, Rails and Installation by Others	
Allowance for 10-9'x4' Marker Board (No Window behind the Marker Boards)...	\$12,200.00
• 40' each on Side Wall 10-9x4 Marker Board Interior Finish by SCI	

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.

Payment schedule:

This proposal is valid for 90 days. Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

**Important Note:** *The actual dates may vary based upon the District's Architect receipt of DSA approval for the Buildings and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

*Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.*



Building for the Next Generation

Proposal Pricing Includes: (1) 72'x40' Modular Kindergarten Classroom Building

Base Building Price

Delivery w/o any Obstructions

Installation w/o any Obstructions

Crane w/o any Obstructions

Below Grade Concrete Foundation – (NIC Done by Others)

Light Weight Concrete Floors

Blocking For (3) Future TV @ each CR

Tandus Carpet

Ceramic Tile Flooring @ (2) Single Stall Childs Restroom w/Cold Water Only

Standard VCT Flooring @ Storage Room w/Vinyl Tack Board Interior

Casework - 16' of Upper & Lower Casework @ Storage w/Nevarmar ARP Surface Bull Noze

Casework – 4' Sink Cabinet w/bubbler, Counter Tops, and Back Splash w/doors

26ga Single Slope Kynar Roof System @ 5' Overhangs @ Both Front/Rear per Attached Photo

.45 mil TPO Single Slope Roof System @ Roof

Color Coated Stucco Exterior Siding (Painting NIC)

Insulation per PC

Standard Gutters

3" Roof Drains and Overflows

36" Self-Leveling Parapet per attached Photo

Standard Vinyl Tackboard Interior Siding

(4) Exterior 3070 Doors w/ Welded Frames w/Side Lites and Transoms

(6) Interior 3070 Legacy Walnut Doors

District's Hardware

Windows – (District Specs to be provided at a later time)

10'-0" Ceiling Main Grid w/ 755B Tiles

8'-0" Hard Ceiling, 4' Wainscot Ceramic Tile/ w/ above Ceramic Tape, Texture, and Paint @ Restrooms

LED Interior Light Fixtures – per PC

LED Exterior Lights – per PC

Lighting Control System – per PC

Data Stubbed Above Ceiling

(2) Three Phase 150amp Load Center

(2) Clock

(2) 5 Ton Three Phase Roof Mounted w/ Heat Pump HVAC's

Hatch and Ladder

Hose Bib- (At Roof)

Kinder Size Floor Mounted Flush Valve Toilet Fixtures

Gran Bars and Mirrors

Plumbing Manifolds

(2) Porcelain Marker Boards

(4) Semi – Recessed Fire Extinguishers

Blocking and Electrical for Future Television

Engineering and Design

Contract and Project Supervision

---

**Exclusions:**



Building for the Next Generation

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
  - Site preparation and access
  - Concrete Foundation
  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities/ POC's
  - Walkways, landscaping and Irrigation
  - Concrete curb and flatwork/ Expansion joint caulking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under-building drainage and/or drywells.
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.
- Fees for blocking streets
- Special unloading and transportation routing
- Fire rated assemblies, unless noted Any fire rating requirements due to orientation of building on site, property lines, etc. or Fire Sprinklers and WUI Code
- Foundation Weld Plates
- Roof water testing/ Door flood test/ Flood test
- Seamless gutters
- Door stops, unless specified by district
- Window shades- manual or operable
- Conduit, raceways, boxes, cable trays above ceiling
- Special back boxes for phone, FA, Security and Intercom system.
- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems. Any and all Wire Mold
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Lighting Control Panel and EMS System
- Electrical grounding system or components
- Electrical transformers and main switch gear
- Water system Chlorination testing/ certification
- Utility meters, pressure regulators and shut-off valves
- HVAC hard ducting
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Water flow tests and rates (required for sprinkler design)
- Appliances, furniture and/or equipment
- Professional cleaning- including waxing floors, stripping and sealing
- Architect fees
- Prevailing Wage in SCI Factory, PLA/PSA, or other union agreements
- DSA required in-plant and site inspection fees
- Signage, Toilet Accessories, WIC Certification, Projector, Television



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. If you have any questions or concerns, please do not hesitate to contact me at the office: (951) 943-5393 ext 121, cell phone: (909) 721-6176 or via email at [adela@silver-creek.net](mailto:adela@silver-creek.net)

With regards,  
*Adela Ellis*  
Business Development Manager

**Attachment A - Structural / Foundation System Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal (quotation) utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Window Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**Attachment B- Fire / Life Safety and Energy Compliance Features Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to SCI by the client. This proposal (quotation) reflects the relevant requirements of the California Code of Regulations (Title 24) any local amendments or medications are excluded unless specifically noted other in this proposal (quotation). In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal (quotation) utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	No separated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Morales

**Date of Meeting:** 9/6/17

**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**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

***Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the Ramona Kindergarten Flex Classroom Project (Morales/Fateh/CFW)***

---

The Board-adopted June 2017 Master Construct and Implementation Program report verified the District’s need for additional flexible use classrooms to accommodate continued operation of the District’s Transitional Kindergarten (TK) program, additional Kindergarten enrollment, as well as future Special Education requirements.

The report identified a new project at Ramona Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The project will utilize a modular construction method and specifies an accelerated 12-month design, DSA approval, and construction schedule.

Public Contract Code generally requires school districts to award contracts for purchases or projects to the lowest responsible bidder with limited exceptions. Public Contract Code Section 20118 provides a useful exception to school districts regarding a delivery method referred to as “piggybacking” which allows public entities to acquire personal property participating in an existing contract of another public entity and allows a school district to forgo the competitive bidding requirements of Public Contract Code. The “piggyback” method is commonly used to acquire and install factory-built modular building components.

Pursuant to these requirements and discussion with District Administration, CFW requested a proposal from Silver Creek for Modular Construction Services. Silver Creek has submitted a proposal based on existing Piggyback Contract #14/15-3 with



the Chula Vista Elementary School District. Silver Creek has an accomplished track record of similar projects that align with the goals set forth within the project, and they have demonstrated the commitment and capacity to complete the scope of work on budget and on schedule.

### **FISCAL IMPACT**

The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at Ramona Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.

### **RECOMMENDATION**

None – Informational only.

### **ADDITIONAL MATERIAL**

- Ramona Elementary School Proposal from Silver Creek (6 Pages)



**SILVER  
CREEK**

Building for the Next Generation

August 18, 2017

Patricia Raphael Garcia  
Planning Associate  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd., Suite 201  
Los Angeles, CA 90041

RE: 72'x40' Modular Kindergarten Classroom Building for Oxnard School District – Ramona Elementary School

Patricia,

Thank you for the opportunity to provide a quote for the modular kindergarten classroom building for Oxnard School District – Ramona Elementary. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Elementary School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-114027, 2013 CBC. (High Seismic) per the floor plan. District specifications have been provided. Please refer to SCI Proposal Disclaimer (attachments A & B).

(1) 72'x40' Modular Kindergarten Classroom Building .....	\$790,744.87
Allowance for Structural and Engineering: .....	\$ 17,800.00
• Front and Rear of each Classroom	
▯ 24' of Soffit w/3 Can Lights Each	
▯ 4+4 Sections of Vinyl Tackboard	
▯ 16' 4-9'x40' Sliding Marker Boards, Rails and Installation by Others	
Allowance for 10-9'x4' Marker Board (No Window behind the Marker Boards)...	\$12,200.00
• 40' each on Side Wall 10-9x4 Marker Board Interior Finish by SCI	

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.

Payment schedule:

This proposal is valid for 90 days. Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

**Important Note:** *The actual dates may vary based upon the District's Architect receipt of DSA approval for the Buildings and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

*Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.*



Building for the Next Generation

Proposal Pricing Includes: (1) 72'x40' Modular Kindergarten Classroom Building

Base Building Price

Delivery w/o any Obstructions

Installation w/o any Obstructions

Crane w/o any Obstructions

Below Grade Concrete Foundation – (NIC Done by Others)

Light Weight Concrete Floors

Blocking For (3) Future TV @ each CR

Tandus Carpet

Ceramic Tile Flooring @ (2) Single Stall Childs Restroom w/Cold Water Only

Standard VCT Flooring @ Storage Room w/Vinyl Tack Board Interior

Casework - 16' of Upper & Lower Casework @ Storage w/Nevarmar ARP Surface Bull Noze

Casework – 4' Sink Cabinet w/bubbler, Counter Tops, and Back Splash w/doors

26ga Single Slope Kynar Roof System @ 5' Overhangs @ Both Front/Rear per Attached Photo

.45 mil TPO Single Slope Roof System @ Roof

Color Coated Stucco Exterior Siding (Painting NIC)

Insulation per PC

Standard Gutters

3" Roof Drains and Overflows

36" Self-Leveling Parapet per attached Photo

Standard Vinyl Tackboard Interior Siding

(4) Exterior 3070 Doors w/ Welded Frames w/Side Lites and Transoms

(6) Interior 3070 Legacy Walnut Doors

District's Hardware

Windows – (District Specs to be provided at a later time)

10'-0" Ceiling Main Grid w/ 755B Tiles

8'-0" Hard Ceiling, 4' Wainscot Ceramic Tile/ w/ above Ceramic Tape, Texture, and Paint @ Restrooms

LED Interior Light Fixtures – per PC

LED Exterior Lights – per PC

Lighting Control System – per PC

Data Stubbed Above Ceiling

(2) Three Phase 150amp Load Center

(2) Clock

(2) 5 Ton Three Phase Roof Mounted w/ Heat Pump HVAC's

Hatch and Ladder

Hose Bib- (At Roof)

Kinder Size Floor Mounted Flush Valve Toilet Fixtures

Gran Bars and Mirrors

Plumbing Manifolds

(2) Porcelain Marker Boards

(4) Semi – Recessed Fire Extinguishers

Blocking and Electrical for Future Television

Engineering and Design

Contract and Project Supervision

---

**Exclusions:**



Building for the Next Generation

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
  - Site preparation and access
  - Concrete Foundation
  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities/ POC's
  - Walkways, landscaping and Irrigation
  - Concrete curb and flatwork/ Expansion joint calking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under-building drainage and/or drywells.
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.
- Fees for blocking streets
- Special unloading and transportation routing
- Fire rated assemblies, unless noted Any fire rating requirements due to orientation of building on site, property lines, etc. or Fire Sprinklers and WUI Code
- Foundation Weld Plates
- Roof water testing/ Door flood test/ Flood test
- Seamless gutters
- Door stops, unless specified by district
- Window shades- manual or operable
- Conduit, raceways, boxes, cable trays above ceiling
- Special back boxes for phone, FA, Security and Intercom system.
- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems. Any and all Wire Mold
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Lighting Control Panel and EMS System
- Electrical grounding system or components
- Electrical transformers and main switch gear
- Water system Chlorination testing/ certification
- Utility meters, pressure regulators and shut-off valves
- HVAC hard ducting
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Water flow tests and rates (required for sprinkler design)
- Appliances, furniture and/or equipment
- Professional cleaning- including waxing floors, stripping and sealing
- Architect fees
- Prevailing Wage in SCI Factory, PLA/PSA, or other union agreements
- DSA required in-plant and site inspection fees
- Signage, Toilet Accessories, WIC Certification, Projector, Television



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. If you have any questions or concerns, please do not hesitate to contact me at the office: (951) 943-5393 ext 121, cell phone: (909) 721-6176 or via email at [adela@silver-creek.net](mailto:adela@silver-creek.net)

With regards,  
*Adela Ellis*  
Business Development Manager

**Attachment A - Structural / Foundation System Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal (quotation) utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Window Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**Attachment B- Fire / Life Safety and Energy Compliance Features Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to SCI by the client. This proposal (quotation) reflects the relevant requirements of the California Code of Regulations (Title 24) any local amendments or medications are excluded unless specifically noted other in this proposal (quotation). In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal (quotation) utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	No separated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Morales

**Date of Meeting:** 9/6/17

**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**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

***Informational Item Regarding Piggyback Purchase Order with Silver Creek for Modular Construction Services for the Ritchen Kindergarten Flex Classroom Project (Morales/Fateh/CFW)***

---

The Board-adopted June 2017 Master Construct and Implementation Program report verified the District’s need for additional flexible use classrooms to accommodate continued operation of the District’s Transitional Kindergarten (TK) program, additional Kindergarten enrollment, as well as future Special Education requirements.

The report identified a new project at Ritchen Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The project will utilize a modular construction method and specifies an accelerated 12-month design, DSA approval, and construction schedule.

Public Contract Code generally requires school districts to award contracts for purchases or projects to the lowest responsible bidder with limited exceptions. Public Contract Code Section 20118 provides a useful exception to school districts regarding a delivery method referred to as “piggybacking” which allows public entities to acquire personal property participating in an existing contract of another public entity and allows a school district to forgo the competitive bidding requirements of Public Contract Code. The “piggyback” method is commonly used to acquire and install factory-built modular building components.

Pursuant to these requirements and discussion with District Administration, CFW requested a proposal from Silver Creek for Modular Construction Services. Silver Creek has submitted a proposal based on existing Piggyback Contract #14/15-3 with



the Chula Vista Elementary School District. Silver Creek has an accomplished track record of similar projects that align with the goals set forth within the project, and they have demonstrated the commitment and capacity to complete the scope of work on budget and on schedule.

### **FISCAL IMPACT**

The proposed purchase order amount related to modular construction services for the Kindergarten Flex Classroom Project at Ritche Elementary School is anticipated as \$820,744.87 per Master Construct and Implementation Program Budget approved at the Board meeting of August 2, 2017, with guaranteed cost through Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.

### **RECOMMENDATION**

None – Informational only.

### **ADDITIONAL MATERIAL**

- Ritche Elementary School Proposal from Silver Creek (6 Pages)



**SILVER  
CREEK**

Building for the Next Generation

August 18, 2017

Patricia Raphael Garcia  
Planning Associate  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd., Suite 201  
Los Angeles, CA 90041

RE: 72'x40' Modular Kindergarten Classroom Building for Oxnard School District – Ritcher Elementary School

Patricia,

Thank you for the opportunity to provide a quote for the modular kindergarten classroom building for Oxnard School District – Ritcher Elementary. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Elementary School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-114027, 2013 CBC. (High Seismic) per the floor plan. District specifications have been provided. Please refer to SCI Proposal Disclaimer (attachments A & B).

(1) 72'x40' Modular Kindergarten Classroom Building ..... \$790,744.87  
Allowance for Structural and Engineering: .....\$ 17,800.00

- Front and Rear of each Classroom
  - 24' of Soffit w/3 Can Lights Each
  - 4+4 Sections of Vinyl Tackboard
  - 16' 4-9'x40' Sliding Marker Boards, Rails and Installation by Others

Allowance for 10-9'x4' Marker Board (No Window behind the Marker Boards)... \$12,200.00

- 40' each on Side Wall 10-9x4 Marker Board Interior Finish by SCI

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.

Payment schedule:

This proposal is valid for 90 days. Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

**Important Note:** *The actual dates may vary based upon the District's Architect receipt of DSA approval for the Buildings and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

*Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.*



Building for the Next Generation

Proposal Pricing Includes: (1) 72'x40' Modular Kindergarten Classroom Building

Base Building Price

Delivery w/o any Obstructions

Installation w/o any Obstructions

Crane w/o any Obstructions

Below Grade Concrete Foundation – (NIC Done by Others)

Light Weight Concrete Floors

Blocking For (3) Future TV @ each CR

Tandus Carpet

Ceramic Tile Flooring @ (2) Single Stall Childs Restroom w/Cold Water Only

Standard VCT Flooring @ Storage Room w/Vinyl Tack Board Interior

Casework - 16' of Upper & Lower Casework @ Storage w/Nevarmar ARP Surface Bull Noze

Casework – 4' Sink Cabinet w/bubbler, Counter Tops, and Back Splash w/doors

26ga Single Slope Kynar Roof System @ 5' Overhangs @ Both Front/Rear per Attached Photo

.45 mil TPO Single Slope Roof System @ Roof

Color Coated Stucco Exterior Siding (Painting NIC)

Insulation per PC

Standard Gutters

3" Roof Drains and Overflows

36" Self-Leveling Parapet per attached Photo

Standard Vinyl Tackboard Interior Siding

(4) Exterior 3070 Doors w/ Welded Frames w/Side Lites and Transoms

(6) Interior 3070 Legacy Walnut Doors

District's Hardware

Windows – (District Specs to be provided at a later time)

10'-0" Ceiling Main Grid w/ 755B Tiles

8'-0" Hard Ceiling, 4' Wainscot Ceramic Tile/ w/ above Ceramic Tape, Texture, and Paint @ Restrooms

LED Interior Light Fixtures – per PC

LED Exterior Lights – per PC

Lighting Control System – per PC

Data Stubbed Above Ceiling

(2) Three Phase 150amp Load Center

(2) Clock

(2) 5 Ton Three Phase Roof Mounted w/ Heat Pump HVAC's

Hatch and Ladder

Hose Bib- (At Roof)

Kinder Size Floor Mounted Flush Valve Toilet Fixtures

Gran Bars and Mirrors

Plumbing Manifolds

(2) Porcelain Marker Boards

(4) Semi – Recessed Fire Extinguishers

Blocking and Electrical for Future Television

Engineering and Design

Contract and Project Supervision

---

**Exclusions:**



Building for the Next Generation

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
  - Site preparation and access
  - Concrete Foundation
  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities/ POC's
  - Walkways, landscaping and Irrigation
  - Concrete curb and flatwork/ Expansion joint caulking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under-building drainage and/or drywells.
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.
- Fees for blocking streets
- Special unloading and transportation routing
- Fire rated assemblies, unless noted Any fire rating requirements due to orientation of building on site, property lines, etc. or Fire Sprinklers and WUI Code
- Foundation Weld Plates
- Roof water testing/ Door flood test/ Flood test
- Seamless gutters
- Door stops, unless specified by district
- Window shades- manual or operable
- Conduit, raceways, boxes, cable trays above ceiling
- Special back boxes for phone, FA, Security and Intercom system.
- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems. Any and all Wire Mold
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Lighting Control Panel and EMS System
- Electrical grounding system or components
- Electrical transformers and main switch gear
- Water system Chlorination testing/ certification
- Utility meters, pressure regulators and shut-off valves
- HVAC hard ducting
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Water flow tests and rates (required for sprinkler design)
- Appliances, furniture and/or equipment
- Professional cleaning- including waxing floors, stripping and sealing
- Architect fees
- Prevailing Wage in SCI Factory, PLA/PSA, or other union agreements
- DSA required in-plant and site inspection fees
- Signage, Toilet Accessories, WIC Certification, Projector, Television



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. If you have any questions or concerns, please do not hesitate to contact me at the office: (951) 943-5393 ext 121, cell phone: (909) 721-6176 or via email at [adela@silver-creek.net](mailto:adela@silver-creek.net)

With regards,  
*Adela Ellis*  
Business Development Manager

**Attachment A - Structural / Foundation System Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal (quotation) utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Window Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**Attachment B- Fire / Life Safety and Energy Compliance Features Disclaimer:**

This proposal (quotation) has been prepared based upon the information provided to SCI by the client. This proposal (quotation) reflects the relevant requirements of the California Code of Regulations (Title 24) any local amendments or medications are excluded unless specifically noted other in this proposal (quotation). In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal (quotation) utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	No separated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal (quotation), which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: September 6, 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   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**Establish/Abolish/Increase/Reduce Hours of Position (Koch)**

---

**Establish**

an eight hour, 246 day Facilities Project and Sustainability/Energy Manager, position number 8509, to be established in the Facilities department. This position will be established to assist the Director of Facilities in matters relating to construction management and sustainability/energy management projects.

a four hour, 246 day Custodian, position number 8508, to be established at Kamala school. This position will be established to maintain the current service level following administrative transfer of a position to San Miguel.

an eight hour, 203 day School Occupational Therapist, position number 8474, to be established in the Special Education department. This position will be established to provide support.

an eight hour, 203 day School Occupational Therapist, position number 8496, to be established in the Special Education department. This position will be established to provide support.

a five and a half hour, 183 day Paraeducator III, position number 8468, to be established in the Special Education department. This position will be established to provide support.

a five hour and forty five minute, 183 day Paraeducator III, position number 8497, to be established in the Special Education department. This position will be established to provide support.

a five hour and forty five minute, 183 day Paraeducator III, position number 8473, to be established in the Special Education department. This position will be established to provide support.

a five hour and forty five minute, 183 day Paraeducator III, position number 8472, to be established in the Special Education department. This position will be established to provide support.



an eight hour, 183 day Translator (Mixteco), position number 8476, to be established at Ramona and Lemonwood schools. This position will be established to provide support to the growing Mixteco population at those sites.

### **Abolish**

a six hour, 183 day Instructional Assistant Severely Handicapped, position number 1859, to be abolished at San Miguel school. This position will be abolished due to the lack of work.

a five hour, 183 day Instructional Assistant RSP, position number 356, to be abolished at Sierra Linda school. This position will be abolished due to the lack of work.

a five hour and forty five minute, 183 day Paraeducator Hearing Impaired, position number 2891, to be abolished at Harrington school. This position will be abolished due to the lack of work.

### **Increase**

a five hour, 183 day Paraeducator III, position number 2102, to be increased to 5.75 hours at Driffill school. This position will be increased to provide additional support.

a two hour, 183 day Paraeducator I, position number 7173, to be increased to 4 hours at Elm school. This position will be increased to provide additional support in the Kindergarten classrooms.

a two hour, 183 day Paraeducator I, position number 7175, to be increased to 4 hours at Elm school. This position will be increased to provide additional support in the Kindergarten classrooms.

a seven hour, 203 day Office Assistant II, position number 1312, to be increased to 8 hours at McKinna school. This position will be increased due to the increase in student enrollment.

### **Reduce**

a seven hour, 203 day Office Assistant II, position number 2172, to be reduced to 6 hours at Ritche school. This position will be reduced due to lack of funds.

**FISCAL IMPACT:**

Cost for Facilities Project/Energy Mgr-\$148,034 General fund  
Cost for Custodian-\$26,667 General fund  
Cost for Occupational Therapist-\$129,360 Special Education  
Cost for Occupational Therapist-\$129,360 Special Education  
Cost for Para III-\$26,745 Special Education  
Cost for Para III-\$27,959 Special Education  
Cost for Para III-\$27,959 Special Education  
Cost for Para III-\$27,959 Special Education  
Cost for Translator-\$54,937 General fund  
Savings for IA SH-\$40,303 Special Education  
Savings for IA RSP-\$23,133 Special Education  
Savings for Para Hearing Impaired-\$37,469 Special Education  
Cost for Para III-\$3,642 Special Education  
Cost for Para I-\$9,023 Site funds  
Cost for Para I-\$9,023 Site funds  
Cost for OA II-\$5,273 General fund  
Savings for OA II-\$5,638 General fund

**RECOMMENDATION:**

It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment, increase, and reduction of positions, as presented.

**ADDITIONAL MATERIAL:**

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Jonathan Koch**

Date of Meeting: **September 6, 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   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**Personnel Actions (Vaca/Koch)**

---

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with 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 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

September 6, 2017

**New Hire**

DeLeon, Orlando	Facilities Project and Sustainability/Energy Manager, Position #1453 Facilities 8.0 hrs./246 days	08/21/2017
Sepulveda, Yvonne	Paraeducator III, Position #7509 Special Education 5.75 hrs./183 days	08/16/2017
Resendiz, Ariana	Preschool Assistant (B), Position #2147 Sierra Linda 3.0 hrs./183 days	08/14/2017
Smith, Ashley	Paraeducator II, Position #8083 Special Education 5.75 hrs./183 days	08/15/2017
Vailea, Raquel	Paraeducator II, Position #7947 Special Education 5.75 hrs./183 days	08/15/2017

**Limited Term**

Resendiz, Ariana	Paraeducator	08/11/2017
Sebastian, Ricardo	Paraeducator	08/14/2017
Sepulveda, Yvonne	Paraeducator	08/14/2017

**Return from Unpaid Leave of Absence**

Bruce, Elizabeth	Paraeducator III, Position #1242 Special Education 5.75 hrs./183 days	06/16/2017
Flores, Janet	Instructional Assistant (B), Position #2243 Frank 5.5 hrs./183 days	08/14/2017

**Unpaid Leave of Absence**

Barragan, Imelda	Paraeducator III, Position #2194 Harrington 5.75 hrs./183 days	8/14/2017-8/14/2018
Rivera, Winnie	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	08/16/2017-8/17/2018

**Resignation**

De Lira, Gloria	Paraeducator I (B), Position #7821 Lemonwood 5.5 hrs./183 days	08/18/2017
Fimbres, Jeanette	Preschool Assistant (B), Position #988 Driffill 3.0 hrs./183 days	08/16/2017
Cobarruvias, Bianca	Paraeducator I, Position #7186 McKinna 4.16 hrs./183 days	08/11/2017
Paez, Laura	Paraeducator II, Position #966 Special Education 5.75 hrs./183 days	08/25/2017

**CERTIFICATED PERSONNEL ACTIONS**

Listed below are recommended Certificated Personnel Actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

**New Hires**

Burrow, Rachel	Teacher, Curren	August 18, 2017
Cox, Jesse	Teacher, SPED M/M, Curren	August 14, 2017
Garcia, Maria Isabel	Behavior Specialist	September 11, 2017
Handley, Carlen	Teacher, Science, Haydock	August 14, 2017
Johnson, Alison	Teacher, SPED M/M, Sierra Linda	August 14, 2017
Lopez, Arturo	Teacher, Harrington	August 18, 2017
Maeshiro, Ashley	Teacher, RSP, Frank	August 14, 2017
Mazaherian, Monika	Teacher, Science, Fremont	August 18, 2017
Mendez, Maria	DHH Itinerant, Marshall	August 14, 2017
Mendoza, Lidia	Teacher, Rose Ave	August 14, 2017
Rivas, Jennifer	Teacher, Curren	August 14, 2017
Sanchez-Hernandez, Rachel	Teacher, SPED M/M, Driffill	August 14, 2017
Smith, Erica	Teacher, ELA Lemonwood	August 14, 2017
Tiffany, June	Teacher, Ritche	August 14, 2017

**Intervention Services  
Provider (less than 20  
hours per week not to  
exceed 75% or 135 days a  
year**

Mosby, Jovan	Frank	August 21, 2017
--------------	-------	-----------------

**Promotions**

Madden, Katrina	Manager, Special Education	August 4, 2017
-----------------	----------------------------	----------------

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 9/6/17

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

**Rejection of Bid Protest, Award of Formal Bid #17-01 and Approval of Agreement #17-139 for Harrington Early Child Development Center (Morales-Fateh-CFW)**

Formal bids were solicited for Bid #17-01, Harrington Early Child Development Center, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Tuesday, August 15, 2017. The bid summary is attached.

The District received a Bid Protest dated August 21, 2017 from The Nazerian Group (“Nazerian”) in connection with the bid submitted by Ardalan Construction Company Inc. (“Ardalan”). The basis for The Nazerian Group’s Bid Protest is that Nazerian claims that the bid of Ardalan was non-responsive. It appears that Nazerian is taking the position that Ardalan’s bid was non-responsive for the following reasons: (1) pursuant to Business and Professions Code § 7058.5, a contractor that is engaged in asbestos-related work that involves more than 100 square feet of surface area must pass an asbestos certification examination; and (2) a certified asbestos-related subcontractor was not listed in Ardalan’s subcontractor list that accompanied its bid.

Following a review and analysis of Nazerian’s bid protest, it is recommended that the District deny Nazerian’s bid protest for the following reasons: (1) Ardalan has represented to the District that the asbestos abatement work will be performed by Eagle Contracting, Inc., which is an abatement contractor registered with the California Department of Industrial Relations; (2) Ardalan has represented to the District that it estimates that the portion of demolition that relates to asbestos abatement is \$9,450.00, which is less than 0.5% of its bid and therefore there was no requirement to list Eagle Contracting, Inc. on the subcontractor list; and (3) Ardalan has represented that in the event that there is a need for Ardalan to do any form of abatement by its own forces, persons that will perform such work have passed the asbestos certification examination as referenced in Business and Professions Code §7058.5.

It is requested that the Board of Trustees award Bid #17-01 to Ardalan Construction Company Inc., as the lowest, responsive, responsible bidder, based on the Base Bid amount of

\$1,952,000.00, and enter into Agreement #17-139 to perform the project. The project will be funded from Master Construct and Implementation Funds.

**FISCAL IMPACT:**

\$1,952,000.00 – Master Construct & Implementation Funds

**RECOMMENDATION:**

It is the recommendation of the Superintendent, and the Director of Facilities, that the Board of Trustees (1) reject the Bid Protest submitted by The Nazerian Group; and (2) award Bid #17-01 Harrington Early Child Development Center, in the total amount of \$1,952,000.00, and enter into Agreement #17-139 with Ardalan Construction Company Inc.

**ADDITIONAL MATERIALS:**

**Attached:** Bid Summary (1 Page)  
Agreement #17-139, Ardalan Construction Company Inc. (2 Pages)

**OXNARD SCHOOL DISTRICT**

School/Dept: Harrington School  
Project Description: Early Child Development Center  
O.S.D. BID NO. 17-01  
Date: Tuesday, August 15, 2017 - 2:00PM



BIDDER	BASE BID
Ardalan	1,952,000.00
The Nazarian Group	2,994,614.00



**SECTION 00310**

**AGREEMENT #17-139**

**THIS AGREEMENT** is made this 6th day of September, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Ardalan Construction Co. Inc., hereinafter called the "Contractor", with a principal place of business located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

**Bid #17-01**  
**Harrington Early Child Development Center**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.** Final completion of the work shall be achieved within **THREE HUNDRED THIRTY-FOUR (334) CALENDAR DAYS** beginning September 8, 2017 and ending August 8, 2018.

*Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.*

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Million Nine Hundred Fifty-Two Thousand Dollars and No Cents (\$1,952,000.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder's Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings
Cert of Contractor & Subcontractor DIR Reg	

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**OXNARD SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Janet Penanhoat, Interim Asst. Superintendent,  
Business & Fiscal Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**END OF SECTION**

## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: September 6, 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 1<sup>ST</sup> Reading   X   2<sup>ND</sup> Reading \_\_\_\_\_

### Reimbursement for Teacher Substitute at Rio School District (Penanhoat)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio Elementary School District, attended the Indigenous Knowledge Conference at Oxnard College on May 26, 2017.

A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$132.74.

Education Code Section 44987.3 (d) stipulates “*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*”

#### **FISCAL IMPACT**

Reimbursement is requested in the amount of \$132.74 to be paid from the General Fund.

#### **RECOMMENDATION**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

#### **ADDITIONAL MATERIAL**

Attached: None.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 6, 2017**

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda Agreement Category: \_\_\_\_\_
- D. Action Items   X  \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Variable Term Waiver for Bilingual Authorization for Lidia Mendoza (Vaca)**

---

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the *Variable Term Waiver*, as described under Education Code 44253.3, for **Lidia Mendoza** to serve as a Transitional Bilingual Education (“TBE”), second grade, bilingual teacher at Rose Avenue Elementary School for the 2017/18 school year beginning August 18, 2017, while she takes and passes the Spanish California Teacher of English Learners (CTEL) exams to obtain bilingual authorization.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Lidia Mendoza, as presented.

**ADDITIONAL MATERIAL:**

None

**DISTRICT GOAL(S):**

**District Goal One:** All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 6, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category: \_\_\_\_\_
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Variable Term Waiver for Bilingual Authorization for Samantha Johnson (Vaca)**

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the *Variable Term Waiver*, as described under Education Code 44253.3, for **Samantha Johnson** to serve as a Transitional Bilingual Education (“TBE”), Kindergarten, bilingual teacher at Marina West Elementary School for the 2017/18 school year beginning August 21, 2017, while she takes and passes the Spanish California Teacher of English Learners (CTEL) exams to obtain bilingual authorization.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Samantha Johnson, as presented.

**ADDITIONAL MATERIAL:**

None

**DISTRICT GOAL(S):**

**District Goal One:** All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 6, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category: \_\_\_\_\_
- D. Action Items   X  \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Variable Term Waiver for Bilingual Authorization for Yocelin Valencia (Vaca)**

---

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the *Variable Term Waiver*, as described under Education Code 44253.3, for **Yocelin Valencia** to serve as a Transitional Bilingual Education (“TBE”), second grade, bilingual teacher at Rose Avenue Elementary School for the 2017/18 school year beginning August 14, 2017, while she takes and passes the Spanish California Teacher of English Learners (CTEL) exams to obtain bilingual authorization.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Yocelin Valencia, as presented.

**ADDITIONAL MATERIAL:**

None

**DISTRICT GOAL(S):**

**District Goal One:** All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 9/6/17**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_

Agreement Category:

- \_\_\_ Academic
- \_\_\_ Enrichment
- \_\_\_ Special Education
- \_\_\_ Support Services
- \_\_\_ Personnel
- \_\_\_ Legal
- \_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading   X   2<sup>nd</sup> Reading \_\_\_\_\_

**Local Control and Accountability Plan – Revision to BP 0460 (Freeman)**

---

Language was added to BP 0460 to align with the district’s practices for the Local Control and Accountability Plan (LCAP). The added language is indicated by *italicized* font on the attached.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP 0460 as outlined above.

**ADDITIONAL MATERIAL:**

BP 0460 (6 pages)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

The Board shall adopt a districtwide local control and accountability plan (LCAP), following the template provided in 5 CCR 15497.5, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060; 5 CCR 15497.5)

*(cf. 3100 - Budget)*

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

*Unduplicated students* include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Language Learners)*

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

*(cf. 0420 - School Plans/Site Councils)*

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0440 - District Technology Plan)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5030 - Student Wellness)*

*(cf. 6171 - Title I Programs)*

*(cf. 7110 - Facilities Master Plan)*



## **LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

### **Plan Development**

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 6020 - Parent Involvement)*

### **Public Review and Input**

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

*(cf. 5145.6 - Parental Notifications)*

*As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)*

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

*(cf. 9320 - Meetings and Notices)*

**Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

**Submission of Plan to County Superintendent of Schools**

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those

## **LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

### **Monitoring Progress**

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

*(cf. 0500 - Accountability)*

### **Technical Assistance/Intervention**

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP

**LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

*Legal Reference:*

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

41020 Audits

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

CODE OF REGULATIONS, TITLE 5

15494-15497.5 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

*Management Resources:*

CSBA PUBLICATIONS

*Impact of Local Control Funding Formula on Board Policies, November 2013*

*Local Control Funding Formula 2013, Governance Brief, August 2013*

*State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California School Accounting Manual*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy  
adopted: May 18, 2016  
*revised: September 20, 2017*

**OXNARD SCHOOL DISTRICT**

Oxnard, California

## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: September 6, 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **FIRST READING – REVISION TO BP & AR 1330 – USE OF SCHOOL FACILITIES (Penanhoat)**

---

The attached AR 1330 is being revised to align with CSBA's language, mandated pursuant to Education Code 38133. BP 1330 is being revised to align with AR 1330.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

None at this time. BP & AR 1330 will be presented for second reading and adoption at the September 20, 2017 Board meeting.

### **ADDITIONAL MATERIAL**

Attached: BP 1330 (8 pages)  
AR 1330 (3 pages)

## **USE OF SCHOOL FACILITIES**

### **General Policy**

The Board of Trustees encourages the use of any and all school facilities and playgrounds for community activities eligible under the *California Civic Center Act*, as found in the *Education Code*. Applications for uses not covered by the Civic Center Act of the *Education Code* shall be rejected.

Use of the school facilities under the *Civic Center Act* shall be available to parent-teacher associations, Camp Fire Girls, Boy Scout troops, farmers' organizations, and groups of clubs of citizens formed for recreational, educational, political, economic, artistic, or moral activities.

No use of school facilities shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization, and no privilege of using the building or grounds shall be granted for a period exceeding one year. The Use of Facilities Permit is nontransferable from one organization to another organization.

### **Use of Buildings**

All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization using the building to see that the unauthorized portions of the buildings are not disturbed. No privilege of using buildings by groups will be granted:

- On such occasions or during such hours as interfere with the regular functions of the school.
- For a period exceeding one year.
- On Sundays, January 1 and July 4, Thanksgiving or Christmas.

### **Use of Playgrounds and Athletic Fields**

Playgrounds shall be open and available for community use everyday. No use of school grounds shall be granted:

- During hours which interfere with the regular functions of the school
- For a period exceeding one year.

The Superintendent or designee is authorized to approve all applications for use of school facilities as provided in the *Civic Center Act*.

## **USE OF SCHOOL FACILITIES (continued)**

### **Eligibility**

Those qualified to apply for public use of school facilities are residents of the Oxnard School District who are members of organizations, clubs, and associations such as parent-teacher groups, youth groups, farm organizations, senior citizens' groups, and other community organizations that are formed for character building, recreation, educational, political, scientific, economic, or artistic activities. At least the majority in any such group must reside within the school district. Proof of authorized representation may be requested of the individual(s) responsible for making application for use of district facilities.

Civic Center Groups may use school facilities subject to provisions contained in California statutes and Board policies. Under certain conditions civic center groups are eligible for free use of facilities. Civic Center groups who are involved in a fund raising activity will be required to pay fees under Category B on the fee schedule which will return direct costs to the school district for use of the facilities.

Public Agencies may use school facilities for the purpose of conducting examinations for the selection of personnel and for the instruction of precinct Board members.

Commercial groups or firms may use school facilities in accordance with the conditions of this policy and shall be required to pay fees as listed under Schedule C on the fee schedule.

In accordance with the *Education Code*, meeting places may be rented to churches and/or religious groups, the rental fee shall be at Schedule C rates and is payable in advance.

In the event of natural disasters or other emergencies affecting the public health and welfare, school facilities or grounds may be used for mass care and/or welfare shelters.

### **Application for Use of Facilities**

#### General Instructions:

- A. Applications, available in the Facilities Office at 1055 So. "C" Street, must be made out by a responsible representative of the organization.
- B. Applicant must indicate the name of the organization that is making application and the purpose for which the facilities are to be used. Applications shall be submitted at least two weeks in advance.
- C. All applications must specify exact hours of desired use of facility.
- D. Desired arrangements of furniture must be indicated on application form.



## USE OF SCHOOL FACILITIES (continued)

- E. If requested on the application, tables for serving refreshments and water for coffee making will be provided.
- F. All applications must include a Certificate of Insurance.

**All charges must be paid in advance.** In cases where the exact amount is not known, an adequate deposit will be collected and adjustments made as soon as the exact charge is determined.

A completed application must be submitted to the Facilities Department 15 working days in advance of the proposed event. The application should be completed in full and returned with a \$15.00 non-refundable application fee. All other payments must be made to Oxnard School District five days prior to the start of the event, or risk cancellation.

Use of the facility may be denied unless the applicant brings a copy of the approved application to the facility on the date of the scheduled activity. School personnel shall not open or allow access to any facilities until such authorization is presented.

If a meeting is postponed or cancelled, the district Facilities Department shall be notified at least 24 hours in advance. Failure of an organization to provide this notice to the district will result in the organization being charged for the use at the minimum rate.

### Charges

When no admission fees are charged and no contributions are solicited, the use of facilities shall be granted free of charge to groups which are directly related to youth attending the Oxnard School District. Meetings qualifying under these provisions shall be non-exclusive, open to the public, free of charge, and scheduled on school days to end at 9:30 p.m. The conditions under which an organization is charged for use of school facilities are dependent upon the type of organization and the nature of the activities to be conducted. These factors are considered in the following categories:

- A. **Civic Center Category A.** Organizations that exist to serve youth groups or whose activities are related to Oxnard School District age youth, or city groups such as the Inter-neighborhood Council whose function directly benefits the Oxnard School District, shall be allowed to use school facilities at no cost provided their activities are scheduled on regular school days and end at 9:30 p.m. When such groups use the facilities beyond 9:30 p.m., fees for additional hours are required. On weekends or holidays or if involved in a fundraising activity, they will be required to pay fees under Schedule B which will return direct costs to the school district for use of the facilities.

**USE OF SCHOOL FACILITIES (continued)**

- B. Civic Center Category B.** Organizations qualifying for civic center use who are engaged in a fund raising activity shall be required to pay fees under Schedule B, which are designed to return direct costs to the school district for the use of the facilities. In addition, organizations or groups of adults formed for character building, recreation, educational, scientific, artistic, political, economic, or religious activities, not including religious services, shall pay fees as set forth in "Schedule C." which establishes the district's "direct costs."

**CIVIC CENTER CATEGORY B - SCHEDULE OF FEES**

	<u>School Night - Until 9:30 PM</u>		<u>After 9:30 PM</u>
	<u>Minimum Fee</u>	<u>Fee for Each</u>	<u>On Holidays and</u>
	<u>For Two Hours</u>	<u>Additional Hour</u>	<u>on Weekends Hourly Fee</u>
<b>Schedule A - Select Groups</b>			
Classroom	Free	\$14.00	\$21.00
Multipurpose w/o kitchen	Free	\$20.00	\$29.00
Multipurpose w/kitchen**	Free	\$26.00	\$38.00
Playground w/o restrooms*	Free	Free	Free
Frank Gym w/o kitchen	Free	\$24.00	\$33.00
Frank Gym w/kitchen**	Free	\$30.00	\$42.00
<b>Schedule B - Civic Center Groups</b>			
Classroom	\$32.00	\$14.00	\$21.00
Multipurpose w/o kitchen	\$50.00	\$20.00	\$29.00
Multipurpose w/kitchen**	\$65.00	\$26.00	\$38.00
Playground w/o restrooms*	\$5.00	\$2.50	\$2.50
Frank Gym w/o kitchen	\$58.00	\$24.00	\$33.00
Frank Gym w/kitchen**	\$63.00	\$30.00	\$42.00
<b>Schedule C - Fair Rental Value Rates</b>			
Classroom	\$38.00	\$16.00	\$24.00
Multipurpose w/o kitchen	\$70.00	\$30.00	\$39.00
Multipurpose w/kitchen**	\$90.00	\$39.00	\$50.00
Playground w/o restrooms*	\$81.00	\$4.00	\$4.00
Frank Gym w/o kitchen	\$78.00	\$34.00	\$43.00
Frank Gym w/kitchen**	\$98.00	\$43.00	\$54.00

Daytime rates at the minimum charge may be approved by the Superintendent, for eligible non-profit organizations when such building use does not interfere with operation of the school or incur cost beyond the actual expense to the district.

**USE OF SCHOOL FACILITIES (continued)**

- \* Restroom charge per event when school "not in session" is \$240.00 per day.
- \*\* Cafeteria employee required
- \*\*\* Hourly charges above DO NOT include salary cost for required district staff.

- C. Civic Center Category C.** Groups shall be charged fair rental value set forth in "Schedule C," when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. Religious groups shall be charged fair rental value set forth in "Schedule C," when conducting religious services. (Education Code 38134)

Individuals, organizations or groups may petition to the Board for waiver of fees for special circumstances. As a condition of waiver under any circumstance, the Board will only consider such a request if accompanied by an agreement that accommodations will be made for those children who cannot afford the fee to participate in the program being offered.

**General Conditions of Use**

All individuals, groups, or organizations in their use or occupancy of school property shall comply with all applicable laws, rules and regulations. Any use contrary to or in violation of any law, rule or regulations shall be grounds for cancellation of the permit and removing the users from the property and may bar such individual group or organization from further use thereof.

1. Any individual group or organization using school property for civic center, or other purposes, under this policy shall be liable for any injuries resulting from the negligence of that user during the use of those facilities. The Oxnard School District, in granting the use of school facilities under civic center use, shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities. The district and the user shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks.
2. Groups or organizations involved in activities which expose the district to risk of third party liability shall be required to list the district as an additional insured on their liability and property damage insurance policy. The minimum level of coverage shall be \$1,000,000.00 and the certificate must contain a 10 day cancellation clause.
3. School furniture or apparatus may not be removed or displaced by any individual without permission from, and under the supervision of the school district employee in charge. School property shall be protected from any damage or mistreatment and permittee shall be responsible for the condition in which they leave the school building. In case school property is damaged, the cost thereof shall be paid by the permittee and further use of the facility may be denied.

**USE OF SCHOOL FACILITIES (continued)**

4. The Board, through its designated representative, reserves the right to cancel any use of school facilities approved under this article. When practical, one week's notice will be given for cancellation of use; however, the right is reserved to cancel the approved usage without notice if occasion demands.
5. The Board, through its designated representative, reserves the right to require security guard coverage at any event. Such security coverage will be paid by the permittee. The Board of Trustees, or its representatives, shall have free access to all rooms at any time.
6. Juvenile groups must have adult sponsorship. There shall be supervision of all facilities used including restrooms, and no less than one supervisor for each twenty minors unless the Superintendent or designee has approved exemption.
7. No intoxicants or narcotics shall be permitted on school property, nor shall profane language, quarreling, fighting or gambling be allowed. Violation of this rule by any organization during occupancy shall be sufficient cause for denying further use of the school facilities to the organization.
8. All functions shall end by 9:30 p.m. unless special permission is secured in advance from the Superintendent.
9. Use of playgrounds by organized groups for athletic purposes may require payment of fees on weekends, holidays and during summers. (See schedule of fees.) Private vehicles are not allowed in any area other than marked and designated parking spaces.
10. No catering/lunch trucks allowed on school property.
11. The occupants of a room or building shall not exceed the capacity rated by the Fire Department. It is against fire regulations to have anyone standing or sitting in the aisles or blocking exits. Drapes, hangings, curtains, drops, and all decorative materials used within or upon school buildings or groups, shall be made of nonflammable material, or shall be treated and maintained in a flame-retardant condition by means of a solution of process approved by the State Fire Marshall.
12. Smoking inside school buildings or on school grounds is not permitted.

## **USE OF SCHOOL FACILITIES (continued)**

13. Custodial service is required any time building facilities are in use. The assigned custodian shall be responsible for verifying the group's authority to use the facility, for making necessary arrangements to accommodate the meeting, for cleaning and returning the facilities to proper condition for school use, for reporting any deviation or departures from Board policy, and he/she shall perform all services in a friendly and helpful manner. The custodian shall not open any facilities until the sponsor or director of the activity has arrived. The custodian shall check and secure all school buildings at the conclusion of each activity.
14. Only the Board may pay district employees for services rendered in behalf of an organization using school facilities. No group, organization, or individual may donate a gift to anyone as a consideration for services performed while on duty as an employee of the Oxnard School District.

### **Restrictions**

School facilities shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work.
3. ~~Any use which is discriminatory in the legal sense.~~
4. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances on school property.

### **Damage and Liability**

Groups or persons using school facilities shall be liable for any property damages caused by the activity. Or for any extraordinary cleaning necessitated by the activity. The Board shall charge the amount necessary for the cleaning or to repair the damages and may deny the group further use of school facilities.

Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

Groups other than those that promote youth and school activities shall be required to include the district as additional insured on their liability policies.

## USE OF SCHOOL FACILITIES (continued)

The Superintendent or designee may require a hold harmless agreement when warranted by the type of activity or the specific facility being used.

### *Legal Reference:*

#### EDUCATION CODE

10900-10914.5 *Community recreation programs*

32282 *School safety plan*

37220 *School holidays*

38130-38138 *Civic Center Act, use of school property for public purposes*

#### BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverage on school premises*

#### MILITARY AND VETERANS CODE

1800 *Definitions*

#### UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

#### COURT DECISIONS

*Good News Club v. Milford Central School*, (2001) 533 U.S. 98

*Lamb's Chapel v. Center Moriches Union Free School District*, (1993) 508 U.S. 384

*Cole v. Richardson*, (1972) 405 U.S. 676

*Connell v. Higgenbotham*, (1971) 403 U.S. 207

*ACLU v. Board of Education of Los Angeles*, (1961) 55 Cal.2d 167

*Ellis v. Board of Education*, (1945) 27 Cal.2d 322

#### ATTORNEY GENERAL OPINIONS

82 *Ops.Cal.Atty.Gen.* 90 (1999)

79 *Ops.Cal.Atty.Gen.* 248 (1996)

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

1101.89 *School District Liability and "Hold Harmless" Agreements, LO: 4-89*

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

**USE OF SCHOOL FACILITIES**

**Application for Use of Facilities**

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises *or facilities* to commit unlawful acts.

**Civic Center Use**

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center

*(cf. 1020 - Youth Services)*

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

*(cf. 0450 - Comprehensive Safety Plan)*

**USE OF SCHOOL FACILITIES (continued)**

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

*(cf. 3513.3 - Tobacco-Free Schools)*

However, the Superintendent or designee may approve the use of district facilities for special events that may involve the acquisition, possession, use, or consumption of alcoholic beverages when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and will occur at a time when students are generally not on the school grounds. (Business and Professions Code 25608)

Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

**Damage and Liability**

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.



(Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Regulation  
approved: October 19, 2011  
*revised: September 20, 2017*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: September 6, 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading  X

### **SECOND READING – REVISION TO BP & AR 3513.3 – TOBACCO-FREE SCHOOLS (Penanhoat)**

---

CSBA has recommended that policy be updated to reflect **NEW LAW** (ABX2 9, 2016) which requires all districts, not just those receiving state Tobacco-Use Prevention Education funds, to prohibit tobacco use on school campuses. Policy also reflects new definitions of "smoking" and "tobacco" pursuant to **NEW LAW** (SBX2 5, 2016). Regulation reflects provision of ABX2 9 which requires signs prohibiting tobacco use to be displayed at all school entrances, and deletes option to designate a smoking area on campus.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the new BP & AR 3513.3 as presented.

### **ADDITIONAL MATERIAL**

Attached: BP 3513.3 (3 pages)  
AR 3513.3 (2 pages)

**TOBACCO-FREE SCHOOLS**

The Board of Trustees recognizes *that the health hazards associated with smoking and the other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals including the breathing of second hand smoke, and desires to provide a healthy environment for students and staff.*

*(cf. 3514 – Environmental Safety)  
(cf. 4159/4259/4359 - Employee Assistance Programs)  
(cf. 5030 – Student Wellness)  
(cf. 5131.62 - Tobacco)  
(cf. 5141.23 – Asthma Management)  
(cf. 6142.8 - Comprehensive Health Education)  
(cf. 6143 - Courses of Study)*

The Board prohibits *smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; 104559) Labor Code 6404.5; 20 USC 6083)*

~~This~~ *These prohibitions applies apply to all employees, students and visitors at any school-sponsored instructional program, activity or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district’s tobacco-free schools policy and consequences for violations of the policy*

*(cf. 1330 – Use of School Facilities)  
(cf. 1330.1 – Joint Use Agreements)*

*Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)*

*Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)*

- 1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff*
- 2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah*
- 3. Any component, part, or accessory of a tobacco product, whether or not sold separately*

**TOBACCO-FREE SCHOOLS** (continued)

*This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.*

Smoking or use of any tobacco-related products ~~and~~ or disposal of any tobacco-related waste ~~are~~ is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. *In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.* (Health and Safety Code 104495)

*Legal Reference:*EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

39002 Control of air pollution from nonvehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

104559 – Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

LABOR CODE

3300 Employer, definition

6404.5 Occupational safety and health: use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7111-7147 22 ~~Safe and Drug Free Schools and Communities Act~~ Student Support and Academic Enrichment GrantsCODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

PUBLIC EMPLOYMENT AND RELATIONS BOARD RULINGSPERB RULINGSEureka Teachers Assn v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)*Management Resources:*WEB SITESCDE: <http://www.cde.ca.gov>

California Department of Education, Alcohol, Tobacco and Other Drug Prevention:

<http://222.cde.ca.gov/ls/he/at>

California Department of Education, Tobacco-Free School District Certification:

<http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp>California Department of Public Health, Tobacco Control: <http://www.cdph.ca.gov/programs/tobacco>Occupational Safety and Health Standards Board: <http://www.dir.ca.gov/OSHSB/oshsb.html>Environmental Protection Agency: <http://www.epa.gov>

Policy  
adopted: October 19, 2011  
*revised: September 6, 2017*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**TOBACCO-FREE SCHOOLS**

**Notifications**

Information about the district's tobacco-free schools policy and enforcement procedures shall be communicated clearly to employees, parents/guardians, students, and the community. (Health and Safety Code 104420)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

*The Superintendent or designee may disseminate this information through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication.*

*(cf. 1113 - District and School Web Sites)*

*The Superintendent or designee shall ensure that signs stating "Tobacco use is prohibited" are prominently displayed at all entrances to school property. (Health and Safety Code 104420, 104559)*

**Enforcement/Discipline**

Any employee or student who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

Any other person who violates the district's policy on tobacco-free schools shall be informed of the district's policy and asked to refrain from smoking. If the person fails to comply with this request, the Superintendent or designee may:

1. Direct the person to leave school property
2. Request local law enforcement assistance in removing the person from school premises
3. If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 3515.2 - Disruptions)*

**TOBACCO-FREE SCHOOLS** (continued)

*The Superintendent or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the district or any employee. (Labor Code 6404.5)*

Policy  
adopted: October 19, 2011  
revised: September 6, 2017

**OXNARD SCHOOL DISTRICT**  
Oxnard, California



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

*The meeting schedule shown above is subject to change at any time.*

*NOTE: Changes are indicated in italics/bold.*

Board Approved: 12-7-16

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