

Board Agenda

District Office Board Room
500 N. Walnut St., La Habra, CA 90631

Thursday, July 28, 2016 07:00 PM

6:00 p.m. – Closed Session
7:00 p.m. – Regular Meeting
(Meetings are recorded for use in official minutes)

1. Formal Call to Order

Start time: 06:00 PM

2. Closed Session

- Employee Relations/Public Employee Selection (Title: Interim Superintendent) (In further consideration of process for appointing a Superintendent) - Government Code 54957

3. Public Comment on Closed Session Items: adjourn to Closed Session

4. Second Call to Order

Start time: 07:00 PM

- Welcome
- Pledge of Allegiance

5. Report from Closed Session

6. Action Item: Adoption of Agenda

(Action)

Motion_____

Second _____

Approve_____

7. Action Item: Approval of Minutes of the Regular Meeting of July 14, 2016

(Action)

Motion_____

Second _____

Approve_____

8. Correspondence: Clerk of the Board

9. Superintendent's and Trustees' Report

- Plans for School Openings
- La Habra Journal

10. Public Comment

Members of the audience may address the Board of Education on agenda items during consideration of that item and items not on the agenda that are within the Board's subject matter jurisdiction. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a Presentation Card, available on the table near the hallway door. The Presentation Card must be completed and given to the Secretary prior to the meeting. Matters not on the agenda may neither be acted upon nor discussed by the Board, but will be researched and responded to in any one of the following ways: 1) by telephone after research; 2) by mail after research; or 3) at a subsequent Board meeting as an agenda item.

11. GENERAL MATTERS

a. Action Item: Consent Calendar (Action)

Motion _____

Second _____

Approve _____

i. Independent/Special Education Contract Agreements

Trustees are requested to approve the Independent/Special Education Contract Agreements as attached.

[agreements.pdf \(p. 5\)](#)

[field contracts.pdf \(p. 7\)](#)

ii. Membership Renewals

Recommend Board approval to renew select memberships to County and State organizations for the 2016/2017 school year as attached.

iii. Extra Pay Approval

Recommend Board approval of extra pay requests per employees Contract's provisions and Education Code requirements per attachment.

[extra earnings 7-28-16.pdf \(p. 9\)](#)

iv. Certificated and Classified New Hires and Resignations

Trustees will be apprised of Certificated and Classified resignations and requested to ratify new hires per attachment.

[resignations 7-28-16.pdf \(p. 10\)](#)

[new hires 7-28-16.pdf \(p. 11\)](#)

v. Expenditure's Report

Trustees are requested to ratify and approve expenditures as presented.

[Handout at Meeting](#)

b. Action Item: Approval of Resolution No. 13-2016 Authorization of Signatures (Action)

Trustees are requested to adopt Resolution #13-2016 specifying those persons authorized to sign District payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers per attachment.

Motion_____

Second _____

Approve_____

[Resolution 13-2016-Authorization of Signatures.pdf \(p. 12\)](#)

12. BUSINESS ITEMS

a. Action Item: Approval of Project Inspection Firm (Action)

Trustees are requested to approve American Engineering Laboratories, Inc., as the firm to perform project inspection services for the District Construction Inspection Services for current and future projects as attached.

Motion_____

Second _____

Approve_____

[2016 IOR Master Agreement - AEL.pdf \(p. 13\)](#)

**b. Action Item: Approval of Dell Marketing, L.P WSCA-NASPO
Contract No. MNWNC-108 for Information Technology Goods**

(Action)

Trustees are requested to consider approval of the use of Western States Contracting Alliance/National Association of State Procurement Officials Contract No. MNWNC-108, with participating Addendum No. 7-15-70-34-003, awarded to Dell Marketing, L.P. for the purchase of Information technology goods and warranties for the term of the awarded contract through March 31, 2017 as attached.

Motion_____

Second _____

Approve_____

[Contract No MNWNC-108.pdf \(p. 24\)](#)

13. Other Business from the Board

14. Adjournment

Motion_____

Second _____

Approve_____

15. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is tentatively scheduled for August 11, 2016, 7:00 p.m., in the Board Room at the District Education Center, 500 North Walnut Street, La Habra, California.

La Habra City School District is a tobacco-free district. Tobacco use is prohibited on District property at all times. Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Superintendent's Office at 562-690-2300; fax: 562-690-4154.



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education
 JOHN A. DOBSON, *President*
 OFELIA HANSON, *Clerk/Vice-President*
 IDA MACMURRAY, *Member*
 CYNTHIA AGUIRRE, *Member*

SUSAN BELENARDO, Ed. D., *Superintendent*

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	AGREEMENT DATE	INVOICE AMOUNT	FUNDING SOURCE
To Provide one (1) Police Officer to serve as School Resource Officer.	Imperial / Washington Middle School	7/1/2016	6/30/2017	La Habra Police Department	7/1/2016	\$122,332.00	District
Illuminate Data and Assessment Management System. Three (3) yr agreement.	All Sites	7/1/2016	6/30/2019	Illuminate Education Incorporated	7/1/2016	\$92,934.00	
OCDE extension to approve St. Jude's Medical Center Move Move Eat Healthy Agreement #42570	Arbolita, El Cerrito, L. Palma, Las Lomas, Las Positas, Sierra Vista, Walnut	7/1/2016	6/31/2017	OCDE - grant funds from St. Jude Medical Center/Kaiser Permanente	7/18/2016	N/A	Grant
Storm water monitoring, training and related services to create a Storm Water Pollution Prevention Program for the District.	District	7/1/2016	6/30/2017	Frog Environmental	7/1/2016	\$2,096.00	Grounds
CNG Bus Fueling	1580 W. Commonwealth Ave, Fullerton	8/1/2016	8/30/2017	Trung Chanh Phan-City of Fullerton	9/1/2013	\$36,000.00	Transportation
Provide (2) Middle School instructors (1) WMS 10hr per week-Hospitality Careers. (1) IMP 10 hrs per week - Video Production, Art in Animation & Visual Communications	Washington & Imperial Middle Schools	8/13/2016	6/30/2017	North Orange County Regional Occupational Program	7/1/2016	\$92,868.00	Lottery

BOARD APPROVAL: July 28, 2016



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IDA MACMURRAY, *Member*
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SUSAN BELENARDO, Ed. D., *Superintendent*

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	AGREEMENT DATE	INVOICE AMOUNT	FUNDING SOURCE
Mime Workshop- The Chameleons	Imperial Middle School	8/11/2016	8/11/2016	Seegerstrom Center for the Arts Education Department	7/21/2016	450	District Consultant
Data Director 3 month extension on previous contract.	All Schools	7/1/2016	9/30/2016	Houghton Mifflin Harcourt	7/1/2016	\$6,423.75	Technology

BOARD APPROVAL: July 28, 2016



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REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Wolverine Fence Company, Inc.	Labor & materials to re-install damaged handrails to ADA requirements.	El Cerrito School	\$1,500.00

BOARD APPROVAL: JULY 28, 2016

**La Habra City School District
2016 - 2017 Memberships**

MEMBERSHIP

ORGANIZATION / MEETING		PERIOD	FEEs	ATTENDEES	ACCOUNT#
La Habra Area Chamber of Commerce		8/1/16 - 7/31/17	\$275.00	Board of Trustees Superintendent	01-0855-0-5300-0000-7100-120-000
National School Boards Association	(NSBA)	10/1/16- 9/30/17	\$4,165.00	Superintendent or Designee	01-0855-0-5300-000-7100-120-000
Orange County School Boards Association	(OCSBA)	2016/ 2017	\$125.00	Board of Trustees Superintendent & Asst. Supt.	01-0855-5300-0000-7100-120-000

BOARD APPROVAL: July 28, 2016

July 21, 2016

La Habra City School District

TO: Board of Trustees

FROM: Susan Belenardo

RE: Extra Earnings

<u>NAME</u>	<u>JOB TITLE</u>	<u>SCHOOL</u>	<u>ASSIGNMENT</u>	<u>DATES</u>	<u>#HOURS</u>	<u>ESTIMATED</u>	<u>FUNDING</u>
						<u>TOTAL PAY</u>	<u>SOURCE</u>
<u>CLASSIFIED</u>							
Lopez, Jasmine	Special Needs Bus Aide	District Office	Schedule Adjustment	6/21/16-7/8/16	1.25	\$ 45.89	Sp Ed Ext Year
Magana, Priscilla	Special Needs Bus Aide	District Office	Student Returned to School	6/13/16-7/8/16	2.5	\$ 65.55	Sp Ed Ext Year
Ruiz, Paola	Bus Driver	Transportation	ESY Out-of Town Mardan School	7/11/16-7/22/16	20	\$ 877.50	Transportation
<u>CERTIFICATED</u>							
<u>ADMINISTRATION</u>							
(TO BOARD: JULY 28, 2016)							

LA HABRA CITY SCHOOL DISTRICT

July 21, 2016

TO: Board of Trustees

FROM: Susan Belenardo, Superintendent

SUBJECT: EMPLOYEE RESIGNATIONS AND TERMINATIONS

NAME/JOB TITLE/ SCHOOL	HIRE DATE	REASON	EFFECTIVE DATE
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CLASSIFIED

Chavez, Debora Licensed Vocational Nurse District Office	9/4/2013	Resigned	6/1/2016
Sweet, Curtis Special Educational Asst Las Lomas	3/13/2013	Resigned	6/1/2016

CERTIFICATED

(TO BOARD: JULY 28, 2016)

LA HABRA CITY SCHOOL DISTRICT

July 21, 2016

TO: Board of Trustees

FROM: Susan Belenardo, Superintendent

**SUBJECT: RATIFICATION OF EMPLOYEES HIRED SUBSEQUENT TO
JULY 31, 2016**

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
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CLASSIFIED

*Rosales, Marcus Extended Care Worker KidZone	Probationary	4-1	\$10.48/hour	7/7/2016
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*Promotion

CERTIFICATED

ADMINISTRATIVE

(TO BOARD: JULY 28, 2016)

AUTHORIZATION OF SIGNATURES
Resolution #13 – 2016

LA HABRA CITY SCHOOL DISTRICT

DATE: July 28, 2016

I, Ofelia Hanson, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 28th day of July, 2016 adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign necessary documents related to Payroll, Vendor Orders for Payment, Purchase orders, Contracts, and Travel Reimbursement Requisitions, effective August 8, 2016, as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

NAME TYPED	SPECIMEN SIGNATURE	AUTHORIZED TO SIGN				
		PAYROLL DOCUMENTS	VENDOR PAYMENT ORDERS	PURCHASE ORDERS	CONTRACTS	TRAVEL REIMBURSEMENTS
Karen Kinney		X	X	X	X	X
Teresa Egan		X	X	X	X	X
John A. Dobson			X			
Ofelia Hanson			X			
Ida MacMurray			X			
Cynthia Aguirre			X			

Pursuant to provisions of Education Code sections 42630-34/85230-34

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of July, 2016.

Clerk_____

**AGREEMENT
FOR
CONSTRUCTION INSPECTION SERVICES**

THIS AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES (“**Agreement**”) is made and entered into this 1st day of June, 2016, by and between La Habra City School District (“**District**”), and American Engineering Laboratories, Inc. (“**Project Inspector**”), hereinafter collectively referred to as parties (“**Parties**”).

RECITALS

WHEREAS, District has entered, or intends to enter, into contract(s) for current and upcoming projects.

WHEREAS, consistent with Education Code section 17311, District desires to enter into a contract for competent, adequate, and continuous inspection during modernization, of the Project (“**Inspection Services**”) with an inspector satisfactory to District, its architect, TDM Architects, Inc. (“**Architect**”), its construction manager, MK Construction Consulting (“**Construction Manager**”), and the Department of General Services, Division of State Architect (“**DSA**”);

WHEREAS, Project Inspector warrants it is fully qualified and willing to perform the Inspection Services; and

WHEREAS, such Inspection Services are not available at no cost from public agencies.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties hereto agree as follows:

TERMS

1. Services. Project Inspector hereby contracts with District to act as inspector of record for the Project and to conduct the Inspection Services for the Project as specified below.

2. Registration and Licenses. Project Inspector shall, at all times, maintain proper registration and certifications, if any, and any qualifications necessary to perform the duties of the project inspector for public school building modernization, of the type being accomplished for the Project.

3. Duties. Project Inspector shall meet the specific requirements and discharge the duties of the inspector as specified in California Education Code sections 17309 and 17311, in section 4-342, Part 1, Title 24 of California Code of Regulations, and any other applicable federal, state, and local laws and ordinances applicable to the work to be performed under this Agreement. These duties include, but are not limited to, the following:

a. **Continuous Inspection Requirement:** Project Inspector must, at all times, take all actions reasonably necessary to have actual personal knowledge of the work relative to the Project in all stages of its progress (“**Work**”), obtained by personal and continuous on-site observation of the Work, and ensure that the requirements of the approved plans and specifications and other documents for the Project (“**Contract Documents**”) are being completely executed. Continuous on-site inspection means complete personal inspection of every part of the Work.

(1) Project Inspector must personally inspect every part of the Work. In no case shall Project Inspector have or assume any duties that will prevent Project Inspector from giving continuous inspection. DSA may require verification from Project Inspector of time spent at the Project site during all phases of the Work.

(2) Work such as concrete or masonry work, which can be inspected only as it is placed, shall require the constant presence of Project Inspector. Other types of Work, which can be completely inspected after the Work is installed, may be accomplished while Project Inspector is not present.

(3) If Work is accomplished away from the Project site, Project Inspector’s personal knowledge may be obtained from the reporting of special inspectors and/or assistant inspectors, verifying test reports performed by DSA accepted testing facilities, verifying materials certifications shipped with the materials, or other means as specified in DSA approved documents and referenced codes and standards.

b. **Relations with Architect, Construction Manager, and District:** Project Inspector shall provide the Inspection Services under the general direction of District, Architect, and Construction Manager. Project Inspector shall be responsible to DSA for enforcement of the plans and specifications of the Project.

(1) All inconsistencies or errors in the plans and specifications shall be reported promptly to Architect and Construction Manager for interpretation and instructions. In no case, however, shall the instructions of Architect and/or Construction Manager be construed to cause Work to be done which is not in conformity with the Contract Documents.

(2) Project Inspector shall maintain communications with Construction Manager and its representatives to report day-to-day progress of the Work and interpret/transmit its recommendations and/or the instructions regarding problems which may develop in the course of construction of the Project.

(3) Project Inspector shall notify Architect, Construction Manager, and District of all phases of the Work and meetings which may, at a particular time, require Project Inspector’s presence at the Project site.

(4) Project Inspector shall supervise any deputy inspectors employed by District’s testing laboratory.

(5) Project Inspector shall record and/or submit documents or information as required by any governmental agency.

(6) Project Inspector shall perform such additional duties and responsibilities as necessary to ensure the completion of the Project expeditiously and in the best possible manner.

c. **Project File:** Project Inspector shall, at all times, keep a file of the Contract Documents (including all approved addenda or change orders) at the Project site, and shall immediately return any unapproved documents to Architect for proper action. Project Inspector, as a condition of employment, shall have and maintain at the Project site, at all times, all codes and documents referred to in the Contract Documents.

d. **Semi-Monthly Reports:** Project Inspector shall keep Architect, Construction Manager, and DSA thoroughly informed as to the progress of the Work by making semi-monthly reports in writing as required in Section 4-337, Part 1, Title 24 of California Code of Regulations.

(1) The reports shall state the name of the building, the school, the district, and give the file and application number. The reports shall also include a list of official visitors to the Project and whom they represent, a brief statement of the Work done, instructions received from Architect during the period covered by the report, and pertinent information regarding any unusual conditions or questions that may have arisen at the Project.

(2) The reports shall include problems or noncomplying conditions which have occurred on the Project and how they were resolved or brought into compliance. Failure to comply with these requirements in a timely manner (seven days after the reporting period) will be cause for DSA to withdraw approval of Project Inspector.

e. **Notification to DSA:** Project Inspector shall notify DSA of the following:

(1) When the Work is started on the Project;

(2) At least forty-eight (48) hours in advance of the time foundation trenches will be complete, ready for footing forms;

(3) At least forty-eight (48) hours in advance of the first placement of foundation concrete and twenty-four (24) hours in advance of any subsequent and significant concrete placement; and

(4) When the Work is suspended for a period of more than two weeks.

f. **Construction Procedure Record:** Project Inspector shall keep a record of certain phases of construction procedure, including, but not limited to, the following:

(1) **Concrete placing operations.** The record shall show the time and date of placing concrete, and the time and date of removal of forms in each portion of the structure;

(2) **Welding operations.** The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.; and

(3) **Pile driving operations.** The record shall include penetration under the last ten (10) blows for each pile when piles are driven for foundations.

These records shall be kept at the Project site until the completion of the Work, shall be readily accessible to DSA personnel during site visits, and thereafter shall be delivered to District as a part of its records.

g. **Construction Project Log:** Project Inspector shall, at all times, maintain construction logs at the Project site, including, but not limited to, the following:

(1) A log documenting all significant communications with Architect, Construction Manager, contractors, DSA representatives, and other persons involved in the Project. Significant communications include, but are not limited to, interpretations, clarifications, or direction from Architect, issues identified by DSA representatives, directives from District, and start notices from contractors.

(2) A log of all deviation notices. The log shall reference all applicable details and specification sections related to nonconforming materials and workmanship including field change documents, change orders, addenda, and deferred approvals. The log shall describe all corrective actions taken, whether performed in accordance with DSA approved documents or not, the current status of each deviation issue, and the resolution for each issue.

(3) Copies of all deviation notices, semi-monthly reports, test reports, special inspection reports, contractor's requests for information ("**RFI**"), responses to RFIs, interpretations and clarifications from Architect, and other applicable documents required to provide a complete record of the construction.

These construction project logs shall be kept at the Project site until the completion of the Work, shall be readily accessible to DSA personnel during site visits, and thereafter shall be delivered to District as a part of its records.

h. **Deviations:** Project Inspector shall notify the contractor or contractors, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor or contractors, when brought to their attention. Copies of such notice shall be forwarded immediately to Architect and DSA.

i. **Verified Progress Reports:** Project Inspector shall make, sign, under penalty of perjury, and submit a duly verified report to DSA upon DSA's prescribed forms.

(1) Each progress report shall verify that, based upon Project Inspector's own personal knowledge, the Work during the period covered by the report has been performed and materials have been used and installed in every material respect in compliance with the duly approved plans and specifications.

(2) Project Inspector shall make verified reports at the completion of the Project, at the suspension of work for a period of more than one month, when any building included in the scope of the Project is occupied or re-occupied, when Project Inspector's services in

connection with the Project are terminated for any reason, and at any time a special verified report is required by DSA.

j. **Daily Log:** Project Inspector shall be required to keep a daily diary/log. Daily diary/log information should include weather, number of workers and categories, visitors, work performed, and problems or questions that may have arisen. In addition, all telephoned instructions from Architect, Architect's representatives, Construction Manager, Construction Manager's representatives, and District; the date, time, and duration of Architect's or Architect's representative's visits to the Project site; and any decisions made during such visits to the Project site should be recorded.

k. **Performance of Duties:** Project Inspector shall perform all duties and render all services with honesty. Should Project Inspector fail to carry out the duties in an ethical manner or should Project Inspector engage in illegal activities, he/she may be subject to disciplinary action as specified in Section 4-342(d), Part 1, Title 24 of California Code of Regulations.

l. **Violations:** Failure, refusal, or neglect on the part of Project Inspector to notify the contractor of any Work which does not comply with the requirements of the Contract Documents, or failure, refusal, or neglect to immediately report, in writing, any such violation to Architect, District, and DSA shall constitute a violation of the Field Act of the California Education Code, and shall be cause for DSA to take action which may result in the withdrawal of Project Inspector's approval. The State Architect may take appropriate action when any of the following conditions exist:

(1) Project Inspector has failed to fulfill any of the relevant requirements of Title 24 of California Code of Regulations.

(2) Project Inspector has been convicted of a crime considered to be substantially related to the qualifications, functions, or duties of an inspector in a manner consistent with the public health, safety, or welfare.

(3) The State Architect has received a factual complaint or other relevant information regarding Project Inspector's work.

4. **Term of Agreement.** Project Inspector shall provide Inspection Services during the entire period of construction of Projects until such time of District Board's approval of Notice of Completion, and as thereafter may be required. In addition, Project Inspector shall provide such Inspection Services as District may deem necessary in connection with the settlement of unresolved claims or disputes after completion of the Project, provided, however, that Project Inspector shall be separately compensated for any necessary courtroom appearances or extensive consultations.

5. **Compensation.**

a. In consideration of the Inspection Services rendered hereunder, District agrees to pay Project Inspector based on an hourly rate determined and agreed upon of Sixty Five dollars (\$65.00) an hour for DSA certified Classification 3 Inspector. District shall process Project

Inspector's proper, detailed, complete and accurate monthly invoices within thirty (30) days from District's receipt of such invoices.

b. Other projects requiring Classification 1 or 2 Inspector of Record will include a different hourly rate To Be Determined (TBD) and approved by both parties as requested.

c. The District, without invalidating this agreement, may make changes in the Project Inspector's services specified herein. The Project Inspector shall promptly notify the Architect and the Construction Manager of changes that increase or decrease the Project Inspector's scope of work or the duration of services, or both.

d. The Project Inspector shall be entitled to receive additional compensation when the scope of services is increased or extended through no fault or neglect on the part of the Project Inspector or its subconsultants. A written request for additional compensation shall be delivered to the District by the Project Inspector within thirty (30) days of the occurrence of the event giving rise to such request. Due to the nature of the services under this agreement and the requirement of the Project Inspector to follow the timing of the construction schedule, it may become necessary for the District and the Project Inspector to amend the terms of this agreement.

6. **PWC Info.** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. These projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. **Termination.** District may, at any time and for any reason, terminate this Agreement and compensate Project Inspector only for services rendered up to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Project Inspector. The notice shall be deemed given when received, or no later than three days after the day of mailing, whichever is sooner.

8. **Independent Contractor.** Project Inspector will provide the Inspection Services on a contractual basis and shall, at all times, be deemed to be an independent contractor. Project Inspector shall be under the control of District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between District and Project Inspector, or any of Project Inspector's agents or employees. Project Inspector shall not be deemed a District subcontractor for any purpose whatsoever (including workers' compensation laws) and shall not be entitled to any benefits afforded District employees or any consideration not specified herein. Project Inspector shall assume full responsibility for filing payments with the Federal Government and State Government on account for income tax withholding, and/or Social Security to the extent such are required by law.

9. **Supplies.** Project Inspector shall be responsible for providing all necessary office supplies, forms, and equipment required to maintain the records specified herein.

10. Project Records. Upon completion of the Project, Project Inspector shall provide District with all records and Contract Documents in Project Inspector's possession related to the Project. Project Inspector shall make his/her best efforts available in cooperation with others to ensure that a complete and accurate set of "as-built" drawings are prepared and presented to District upon completion of the Project.

11. Insurance.

a. At its sole cost and expense, Project Inspector shall obtain and maintain for the entire term of the Agreement the following insurance coverage:

(1) Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall be no less than two times the occurrence limit. Such insurance shall:

(a) Include District, its officials, officers, employees, and agents, Architect, and Construction Manager as additional insureds with respect to performance of the Inspection Services and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insureds.

(b) Be primary with respect to any insurance or self-insurance programs covering District, its officials, officers, employees, and agents, Architect, and Construction Manager; and contain standard separation of insureds provisions.

(2) Automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

(3) Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 per each occurrence.

b. All such policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Project Inspector shall, prior to commencement of Inspection Services, furnish District with properly executed certificates of insurance and endorsements which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled, allowed to expire, or be materially reduced in coverage, except on thirty (30) days prior written notice to District.

c. Project Inspector shall allow District to view, at any reasonable time upon three (3) business day's notice, full copies of any policy required hereunder. Project Inspector shall make such policies available at District's office. District shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

d. Project Inspector shall replace certificates, policies, and endorsements for any insurance canceled or changed or for any insurance expiring prior to completion of the Inspection Services under this Agreement.

12. Indemnification. Project Inspector agrees to indemnify and hold District, its officials, officers, employees, and agents harmless from any and all liability, claims, debts, loss, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort, or injuries to any person or property and all expenses of investigation and defending against same (a) arising from or in any manner connected with the performance of, or failure to perform, the work or obligations under this Agreement; (b) caused or allegedly caused by Project Inspector's negligence or the concurrent negligence of Construction Manager, any contractor or sub-contractor on the Project, or any other party; and (c) any injury or damage caused by an automobile driven or controlled by Project Inspector or by any employee of Project Inspector or its agents or representatives. Project Inspector shall assume full responsibility for payment of federal, state, and local taxes or contributions imposed or required under Social Security, Worker's Compensation, and income tax law, or any disability or unemployment law, or retirement contributions of any sort whatever, concerning Project Inspector or any employee or agent thereof, and shall further indemnify and hold harmless District of and from any such payment or liability arising out of or in any manner connected with Project Inspector's performance under this Agreement.

13. Fingerprinting Requirement.

a. Project Inspector shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of himself/herself and employees who may have contact with District's pupils. Project Inspector shall complete, and return with the executed Agreement, the Criminal Records Check Certification form attached hereto as Exhibit "A."

b. If at any time during the term of this Agreement Project Inspector is either notified by the Department of Justice or otherwise becomes aware that any employee or agent of Project Inspector performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7(c), respectively, or Project Inspector is arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7(c), respectively, Project Inspector agrees to immediately notify District and remove himself/herself, and/or the pertinent employee from performing services under this Agreement.

14. Notice. All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the Parties as follows:

District: La Habra City School District
500 North Walnut Street
La Habra, CA 90631
Attention: Karen Kinney

Project Inspector: American Engineering Laboratories, Inc.
P.O. Box 1816
Whittier, CA 90609
Attention: Carey Klingfus

Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. District or Project Inspector may from time to time designate any other address for this purpose by written notice to the other party.

15. State Audit. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records, and files of District and Project Inspector connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of District or as part of any audit of District, for a period of three (3) years after final payment is made under this Agreement. Project Inspector shall preserve and cause to be preserved such books, records, and files for the audit period.

16. No Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

17. Required Provisions. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Orange County.

20. Assignment. Neither party may assign its rights or obligations under this Agreement to another party.

21. Amendment. This Agreement may only be amended in writing by mutual consent of the Parties.

22. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exist between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

La Habra City School District

Project Inspector

By: _____

By: _____

Name: Susan Belenardo

Name: Carey Klingfus

Title: Superintendent

Title: Vice President

Date: June 1, 2016

Date: June 1, 2016

EXHIBIT "A"

CRIMINAL RECORDS CHECK CERTIFICATION

PROJECT INSPECTOR CERTIFICATION

With respect to the Agreement dated July 26, 2013 by and between La Habra City School District ("District") and American Engineering Laboratories, Inc. ("Project Inspector") for the provision of construction inspection services, Project Inspector hereby certifies to District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that neither himself/herself, nor any of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Project Inspector's Representative

Date

PROJECT INSPECTOR EXEMPTION

Pursuant to Education Code section 45125.1, La Habra City School District ("District") has determined that American Engineering Laboratories, Inc. ("Project Inspector") is exempt from the criminal background check certification requirements for the contract dated July 26, 2013 by and between District and Project Inspector ("Agreement") because:

☐ Project Inspector's employees will have limited contact with District students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.

District Official

Date

La Habra City School District

To: Board of Trustees
From: David Soto
Date: July 12, 2016
CC: Susan Belenardo, Ed.D.
Re: Dell Marketing, L.P. WSCA-NASPO Contract No. MNWNC-108 for Information Technology Goods

Background:

Public Contract Code Sections 10298 & 10299 authorizes school districts to contract, without further competitive bidding, with suppliers awarded State of California Department of General Services (DGS) contracts, master agreements, multiple awards schedules or cooperative agreements, including agreements with entities outside the state which have a California Participating Addendum. The Western States Contracting Alliance/National Association of State Procurement Officials (WSCA-NASPO) has contracts for technology goods that have the required California Participating Addendum.

Rationale:

The District has an ongoing need to purchase technology goods utilizing WSCA contracts and is therefore requesting a delegation of authority for the Superintendent to approve purchases through March 31, 2017.

Action:

It is recommended that the Board find that it is in the best financial and timely interest of the La Habra City School District to utilize the Western States Contracting Alliance/National Association of State Procurement Officials (WSCA-NASPO) Contract No. MNWNC-108, with California Participating Addendum No. 7-15-70-34-003 (Dell Contract Code WN03AGW), awarded to Dell Marketing, L.P. for the purchase of Information Technology goods and warranties for the term of the awarded contract through March 31, 2017.

Financial Implications, if any:

Expenditures will be made from site and program budgets and purchase orders will be submitted to the Superintendent for approval. This is not a request for any additional budgetary appropriation.