

**Orange County Educational Arts Academy**  
A California Public Charter School

**BOARD OF DIRECTORS**  
**MEETING MINUTES**

**Regular Meeting**

February 13, 2019

6:00 p.m. – Closed Session

7:00 p.m. – Open Session

OCEAA School Library

825 N. Broadway, Santa Ana, CA 92701

**AGENDA**

**I. Call to Order 6:06 PM**

A. Roll Call

**Board Members**

Dr. Kimberly Barraza Lyons, President

**Present**

X

**Absent**

Dr. Alfonso Bustamante

\_\_\_\_\_

X

Valerie Sullivan, Vice Chair

X

Scott Overpeck, Chair

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X

Ben Stanphill, Secretary

X

Boris Molina

X

**Staff/Other**

Kristin Collins, School Director

X

Janine McFarlin, Interim Controller

X

Mike Limon, Executive Director

X

B. Approval of Agenda

**II. Public Comment on Closed Session Items, If Any**

No public comment

**III. Adjourn to Closed Session 6:07 PM**

A. Staffing appointments/terminations/contracts/resignations (Gov. Code Section 54957)

B. Staff Evaluations/Privacy or Other Confidential Issues (Gov. Code Section 54957(b))

**IV. Reconvene to Open Session and Report of Action from Closed Session 7:09 PM**

No Action

**V. Public Comment**

No public comment

**VI. Board and Staff Reports**

A. Staff Reports

1. School Director – Kristin Collins
2. Executive Director – Mike Limon

B. Operations Report – Josh Eng and Janine McFarlin

C. Board of Directors Reports

**VII. Items for Consent**

Action on the items below will be made in one motion unless removed from Consent by a Board member. Items removed from Consent will be considered in the original agenda order immediately following action on Consent.

- A. Approval of Minutes from January 2019 Board Meeting
- B. Ratification of December 2018 Check Register
- C. Ratification of January 2019 Check Register

Action: Approve Consent Items Listed Above	Motion: KL Second: BS
	Vote: 4 for 0 against

**VIII. Notice of Intent to hire Gigakom to provide IT Equipment**

Action: Authorize \$6,500 for Gigakom to provide IT Equipment with E-Rate Grant.	Motion: BM Second: KL
	Vote: 4 for 0 against

**IX. Approve 2019-2020 Calendar**

Action: Approve Calendar Option A as provided by Staff.	Motion: KL Second: VS
	Vote: 4 for 0 against

**X. Approve up to \$40,000 for EL Education Partnership Services for March 2019 to July 2019**

Action: Approve up to \$40,000 for EL Education Partnership Services for March 2019 to July 2019	Motion: KL Second: VS
	Vote: 4 for 0 against

**XI. Approve Low Performing Student Block Grant Plan**

Action: Approve low performing student block grant plan	Motion: BS Second: VS
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	Vote: 4 for 0 against
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**XII. Approve \$20,000 Plain Joe Agreement: Facilities Planning**

Action: Approve \$20,000 payment to Plain Joe for facilities planning.	Motion: KL Second: VS
	Vote: 4 for 0 against

**XIII. Approve \$23,157 for Prop 39: Additional HVAC Unit**

Action: Approve use of \$23,157 of Prop 39 funds for an additional HVAC Unit	Motion: BS Second: KL
	Vote: 4 for 0 against

**XIV. Approve CharterSAFE Notice of Intent to go to market**

Action: Approve issuance of Notice of Intent to go to market for insurance.	Motion: VS Second: KL
	Vote: 4 for 0 against

**XV. Items for Future Meetings**

The next regularly scheduled meeting is on March 13, 2019.

**XVI. Adjournment**

The meeting was adjourned at 8:14 p.m.

**OCEAA Executive Director Board Report**  
**February 2019**  
**Mike Limon**

**1. Prop 39 Update:**

- a. District Contract Submitted
- b. A current HVAC System is broken so need approval of \$17,880 for one more unit. And would like to add \$5,277
- c. Lighting RFP approved to \$12,654, awarded to Regreen Inc
- d. Spring Break install

**2. E-Rate Y22 Update:**

- a. Paperwork submitted and waiting on next steps
- b. \$8k to spend on hardware equipment.
- c. Waiting on the AT&T permit but we have received the SCE permit.

**3. ADA/Enrollment/ Recruitment/ Tours:**

- a. February 1<sup>st</sup> is made up for TK/K, March 1<sup>st</sup> is next. CDE advised OCEAA that we do not need to submit the J13 form.
- b. We are looking at PowerSchool Registration & eCollect to replace registration Gateway, we are executing reference calls on both systems.
- c. Strategies around recruitment efforts and processes are being developed currently. Need to also plan out lottery system.
- d. Upcoming Tours:
  - i. 2/1/19. 9:00am: We had nearly 100 families interested
  - ii. 3/8/19. 9:00am: We have over 50 families pre-registered.
- e. Drip Campaign developed on social media to promote 6-8<sup>th</sup> grade openings.
  - i. Brainstorming other strategies around this recruitment.

**4. Operational:**

- a. Facilities Update:
  - i. Annex: Concrete slaps poured to reduce water intrusion, roof with 15 warranty is under construction. Drywall restoration will begin Friday, February 15<sup>th</sup>, Insurance to reimburse around \$40k
- b. Piloting Digital Forms for parent interest
- c. Annex Lease looks to be up for renewal 2020
- d. Main Building will need a complete roof build.
  - i. Quote 1: \$200k
- e. Elevator will need to be replaced soon, projected around \$80k
- f. Reviewing communication tools/ replacements.
- g. Auditing systems and efficiencies with School Messenger and PowerSchool

5. **Grants:**

- a. Awarded: CharterSAFE from \$5,000 -Yoga/Mindfulness program to be launched Kinder session was January 31<sup>st</sup> and teacher will be on March 1<sup>st</sup>.
- b. Pending: California Dept. of Education - 21st Century Community Learning Centers (CCLC) ranging from \$30,000-\$40,000. The grant would enable us to cut the cost of camp tuition for students on free and reduced lunch.
- c. Declined for Antis Foundation for roof

6. **Safety & Security:**

- a. Reviewing alarm systems for rear doors
- b. Researching all admin communication tools (radios)
- c. Plan to review current plans and policies

7. **Partner Development:**

- a. Aetna: **Declined** this year, perhaps open to talking in February 2019.
- b. C1P: Possible Hardware Donation
- c. Chevron: New OC-base contact, connected via LinkedIn
- d. Coca-Cola: Two pallets of bottled waters
- e. Cox Communications: Emailed and connected via LinkedIn
- f. First Foundation: **Site visit 1/9/19, needs follow-up**
- g. Fluor Corp: Mike to present at *The Compelling Why* event in Dallas on 11/27/18 to connect with Senior Director, Community Affairs and Fluor Foundation
- h. H&R Block: Supplies donation: **Follow up 1/19/19**
- i. Joseph Tardie: Valerie L. Sullivan lead, on Friday, 11/16/18, **declined**
- j. OCSA: Meet with Patricia McMaster Dir., Community Programs, after holiday
- k. Pinnacle Network: A few community leads to follow up on.
- l. Parent: 8 large boxes of toys**
- m. Southern CA Edison: Open to discussing collaboration (**TARGET THIS WEEK**)
- n. Servpro \$200**
- o. Verizon: Bay area contact, had a conference call February 10<sup>th</sup> to review options
- p. Wells Fargo: Scott Overpeck and Mike Limon collaborating on this

8. **Campaign Development:** Idea generating for future

- a. Business Week
- b. Business Latino Leaders
  - i. Get companies to sponsor students for teacher for the day

## **9. Outreach:**

- a. Last month of SAUSD Board of Trustee interviews administrators. They will be going to special election to fill 5<sup>th</sup> board seat.
- b. "No More Charters" Teach on 1/31/19
- c. Three touch points with the CA Charter Association
- d. CSMN Critical Symposium: A few upcoming items.
  - i. AB 1891 – Human trafficking notice to parents (incorporate into parent & student handbooks)
  - ii. AB 2022: Must notify parent twice a year about mental health (handbook? Plus other medium), we can apply to County of Orange for grant money to implement this with mental health funds.
  - iii. AB 2291: Add to PD schedule and run through it, do we have procedures
  - iv. AB 2291: Review this pregnant student policy (handbook)
  - v. AB 2639: Review our suicide policy
  - vi. AB 3022: Ice deportation, board has authority not Admin, virtual program for option to award diploma
  - vii. SB 972: Student ID cards for middle school
  - viii. SB 1036: First time ever that Board minutes have been address, data security for parents & guardians
  - ix. AB 2601: Sex Ed & HIV Ed: once a year, PD plan, parents can opt-out.

## **10. Upcoming Events:**

- a. Coffee Chat: "What is coding and why is it important" 2/22/19
- b. Jog-a-thon/PE: 3/15/19 at Santa Ana Stadium. 30+ local businesses in Santa Ana have been reached out to requesting sponsorship or donations for the event. The goal is to raise \$10k-\$15 to use to offset the cost of field trips for the school year.
- c. Arts Fundraiser: At Original Mike's 3/27/19

## OCEAA Board Update, February 13, 2018

### LCAP Goal 1: 100% Proficiency

#### ❖ **Instructional Program & Achievement Updates** (K. Collins)

- EL Education Partnership
  - Nate Warner, EL Education Regional Director, will be recommending OCEAA for Partnership. He conducted several activities to support our decision-making process in the last few weeks, including:
    - Organizing and attending a site visit to Conway Elementary School in Escondido, a partner school in its 4th year. OCEAA staff attending were: S. Levy, V. Gutierrez, G. Grajeda, R. Chavez Rubio, L. De La Portilla, C. Sachs, N. Kubasek and K. Collins
    - OCEAA visits on Jan 30th & Feb 6th to conduct final conversations with the Coordinator Team, conduct an additional parent information session, review paperwork to be submitted, meet with teacher teams and whole faculty, and facilitate the faculty vote.
  - On February 6th, OCEAA faculty voted overwhelmingly to engage in a multi-year partnership with EL Education.
  - Key Structures for Effective Implementation and Partnership Support Agreement have been signed and submitted.
  - Requesting approval for not-to exceed amount for contract services to be rendered March-July 2019, which includes approximately 20 days of on-site professional development and registration at summer institutes for teacher leaders and administrators.

#### ❖ **Literacy Team Report** (M. Carrera)

- First round of DRA assessments took place for 1st through 5th grade students
- Preliminary data was shared with teachers
- Groups were rearranged based on DRA results to maximize support (grades 1 and 2)
- RTI committee met to discuss RTI referrals- results were shared with teachers
  - 7 students were referred to RTI (4<sup>th</sup> grade)
- Literacy Coach visited classrooms (K and 4<sup>th</sup> grade) to provide specific feedback to teachers in order to better support students currently struggling with reading
- Trimester 2- intervention session number 2 is currently taking place
- Literacy Coach has held meetings with parents of certain RTI students to check in about current progress and goals (as needed)

#### Looking ahead:

- All RTI students will take the DRA at the end of the trimester
- Literacy team will look over the data and revise the RTI tiers in order to reflect all necessary changes

- Literacy team will continue working with teachers to adjust push in support to better meet student needs

❖ **Math Report** (N. Kubasek)

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❖ **Arts Report** (E. Vicario)

- PD Day for arts in January focused on teachers refining arts lessons and archiving evidence in grade level folders.
- Guest Artist Donald Amerson visited 4th graders and worked on mask making.
- Little Mermaid will be our musical this year. Kinder, 5th and Jr. Conservatory will perform at SAHS. Date still being confirmed.
- 2nd graders have been working with local Santa Ana artist Dino Perez to design a coloring book about OCEAA with some of their designs. The project will culminate in a family coloring night on March 7th.
- The arts committee will host a fundraiser/art exhibit in the dining hall on March 27th. We are raising funds for scholarships for Jr. Conservatory students. This year 4 students are receiving scholarships to participate.
- OCMAA Field Trips- 5-8th graders have visited. We are waiting for more dates to open for 2nd-4th.
- Students in 5th and 8th grade will be assessed in the arts. Maestra Perez-Ugalde and Mrs. Vicario will be using arts assessments from the Washington State Department of Education that are based on National Core Arts Standards. Results will be shared at the end of the year.

❖ **Professional Development**

- K.Collins, M. Carrera, N. Kubasek, P. Valadez, C. Sachs and J. Reyes attended OCDE's Universal Design for Learning 101 training on January 29th as part of our MTSS initiative. Our goal is to begin putting the framework into practice and build site capacity for larger scale implementation.
- Feb 1st PD Day focused on assessment training (ELPAC & CSA), primary math instruction and upper grades biliteracy curriculum mapping.

LCAP Goal 2: 100% Biliterate/Bilingual

❖ **English Learner report** (M. Bennett-Gee)

- Summative ELPAC testing has begun for our 293 English Learners
  - All teachers were trained in group test administration on February 1, 2019
  - Group tests began in 6th-8th on February 5th; 3rd-5th will begin on February 12th; 2nd will begin on March 4th



- Administrators of individual tests were trained on February 6th, 2019 and will begin shortly with 8th grade, working down the grades to TK
- All has gone smoothly thus far
- [Updated reclassification criteria were published by the CDE on January 18th, 2019](#)
  - Only addition to the previous document was a requirement of an Overall Score of 4 on the ELPAC, which is in keeping with the [OCEAA Interim Reclassification Criteria](#)

#### LCAP Goal 3 – 100% Safe, Healthy and Positive School Climate

- ❖ PBIS Counselor report (G. Castrillon)

#### LCAP Goal 4 – 100% Parent-School Partnerships

- ❖ (Sachs) The February ELAC meeting will covered two main topics:
  - [Summative ELPAC 2018 performance data](#) presented by Mrs. Bennett Gee
  - Presentation by current ELAC officers who will aim to recruit new candidates for the upcoming ELAC election. Election for new officers will take place in March 2019. These positions are held for two years.
- ❖ (Collins) School Site Council meets on February 11, 2019
- ❖ We are exploring possible parent workshops with [Padres Promotores](#); the organization can provide quality programming in helping parents understand how to help their children prepare for college.

**RFP No. OCEAA-190005162**

**E-Rate Category 2 Equipment**

## **INTENT TO AWARD**

*January 15, 2019*

This is a statement of Intent to Award RFP No. OCEAA-190005162, E-rate Category 2 Equipment at Orange County Educational Arts Academy, opened on December 12, 2018. Upon the completion of the review of proposals, the contract will be awarded to the following vendor:

### **GIGAKOM**

This recommendation will be considered by the Orange County Educational Arts Academy Board of Education, in a Public Hearing during the regularly scheduled Board meeting, commencing at 7:00 p.m. on February 13, 2019. The award of the contract is contingent upon Board of Education approval and the successful conclusion of contract negotiations.



## Partnership Support Agreement

### **Orange County Educational Arts Academy (OCEAA), Santa Ana, CA**

Evidence is clear across EL Education's (EL's) national network of schools that student achievement gains are directly correlated with the implementation of the EL Education model. In order to support student achievement through the implementation of the EL Education model at OCEAA, EL Education seeks an agreement with the OCEAA Board of Directors (OCEAA Board) and asks for the OCEAA Board's support in particular areas, including:

- **Curriculum and instruction:** To fully implement the EL model, the OCEAA Board will support OCEAA school leaders if there becomes a need to either opt-in or opt-out of the school district's scope and sequence, planning guides and curriculum frameworks, as well as district-adopted textbooks, materials and academic intervention programs. OCEAA's educators would, of course, be accountable for developing alternatives that support all students in reaching the standards outlined in CCSS and/or relevant state standards with EL Education's support
- **Use of time:** To provide more time and flexibility for interdisciplinary instruction, field-based learning, and academic intervention, OCEAA Board will support OCEAA school leaders with developing their own daily schedules within parameters set by district and state requirements.
- **Assessment:** To fully implement EL practices in student-engaged assessment, provide tight assessment cycles for monitoring progress, re-teaching and intervening, and implement standards-based criteria for grading and promotion, the OCEAA Board will support OCEAA school leaders if there becomes a need to opt-in or out-out of (or supplement) district grading policies and assessments except as mandated by the state or required for use of student data in teacher evaluation.
- **School Climate and Discipline:** To establish a school culture and climate consistent with the EL Education framework, student discipline policies and other school routines and structures should be adopted at the school site by the educators who know the students and families best. Therefore, the OCEAA Board will support OCEAA school leaders if there becomes a need to opt-in or out-out of district-wide programs and discipline practices except as mandated by law.
- **Meeting the Needs of Specific Populations:** To support EL Education's commitment to inclusion and to allow special education students and English language learners to be taught in regular education classrooms to the greatest extent possible, the OCEAA Board will support OCEAA school leaders with having full access to district tools and resources, but flexibility in implementing those resources on site.
- **Professional Development:** To participate fully in robust professional development services provided by EL Education, the OCEAA Board will support OCEAA school leaders if there becomes a need to either opt-in or opt-out of district professional development that is not legally mandated or required by the State. The OCEAA Board will be supportive of OCEAA teachers and leaders attending agreed-upon EL Education off-site professional development institutes and will support OCEAA school leaders with advocating to the school district, if necessary, to provide reasonable substitute coverage for these teachers (if applicable).

### Staffing Provisions

Due to the demands and expectations of teaching/leading in an EL Education school, EL Education expects that all teachers and leaders have the opportunity to make an informed decision regarding their personal level of commitment and readiness prior to applying for or being appointed to any role in an EL Education school. EL Education teachers and leaders commit to actively participating in ongoing professional development and coaching, collaborating frequently with colleagues, analyzing and acting upon data, designing standards-based curriculum and implementing consistent school-wide practices.

Specifically, EL Education requests the OCEAA Board's support with the following provisions:

- All vacancies in OCEAA will be filled through a process that includes an opportunity for applicants to learn about EL Education and the expectations related to teaching in an EL Education school. This includes, at a minimum, reading the EL Core Practice document, reviewing the Teacher Readiness Indicators and signaling their agreement. EL Education will gladly provide support to school leaders and their hiring committees in developing hiring protocols to identify ideal candidates.
- The OCEAA teacher performance review system will be linked to the greatest extent possible with expectations of the EL Education model. While language may differ with regards to specific practices, school leaders shall have some discretion to link practices described in district frameworks with those described in the EL Core Practices and other EL documents.
- To the greatest extent possible, all vacancies at OCEAA will be filled by June 15 in order to allow new hires to participate in EL professional development prior to beginning the school year. In the event that this timeline is not possible, school leaders will ensure that all new teachers have an appropriate opportunity for a full orientation to EL Education.
- To support cohesive instructional leadership and support for teachers, the school principal will be involved in making the decision about a particular candidate's fit with and commitment to the EL Education model and will have the option of seeking more appropriate individuals in the event of concerns. The OCEAA Board will support school leaders with plans for inducting and orienting these educators to EL Education and, when appropriate, alignment with EL Education will be included as a priority in these individuals' annual performance review.
- In the event of a Principal or Executive Director vacancy at OCEAA, the EL Regional Director (or his/her designee) will be involved in the process of selecting a new leader, to the greatest extent possible, and the OCEAA Board will support a comprehensive plan for inducting and orienting the new leader to EL Education. Raising student achievement through the implementation of the EL model and promoting the partnership will be included as a priorities in the annual performance reviews of leaders.

This agreement is entered into in good faith between EL Education and the OCEAA Board of Directors and will be revisited throughout the partnership to determine whether additions or modifications are necessary.

OCEAA Board President Signature: \_\_\_\_\_

## Key Structures for Effective Implementation of EL Model

**Orange County Educational Arts Academy (OCEAA), Santa Ana, CA**

The following list identifies some recommended changes to existing school structures at OCEAA that will support the EL Education approach to teaching and learning. This list is not intended to be exhaustive, but rather summarizes some important adjustments that would need to be made in the *first two years of a partnership* for the successful, long-term implementation of the EL model.

1. Support shared leadership by aligning the instructional leadership team's work to EL Education's Leadership Core Practices including establishing a clear instructional leadership team decision-making model; clarifying the roles and responsibilities of the leadership team; adding roles for teacher leaders on the leadership team; and deepening processes and practices that the leadership team uses to gather data and monitor progress, empower and develop all teachers, and collectively drive schoolwide improvements.
2. Establish vertically-aligned curriculum maps within each department that will determine opportunities for standards-based, interdisciplinary instruction at each grade level; this work forms the foundation for case studies and learning expeditions.
3. Deepen school-wide faculty culture (adult crew) through supporting collaboration on grade levels and across curriculum areas, establishing a transparent and agreed-upon school decision-making model, and implementing intentional and regular adult community building activities.
4. Establish structures and routines designed to improve school culture and community for students by:
  - a. Developing a weekly (or regular) school-wide Community Meeting
  - b. Deepening the existing Crew program at each grade level
  - c. Developing a set practices and structures designed to teach, assess and track student performance related to character development
  - d. Revising the ORCA student norms to be more aligned with EL Education's approach to developing character.
5. Adjust the existing school schedule to prioritize the following for students and teachers:
  - a. Creating time for Crew to occur at least three to four days per week
  - b. Establishing a school-wide, weekly Community Meeting
  - c. Ensuring regular (at least weekly) common planning time and time for professional learning for every teacher.
  - d. Ensuring time for teacher professional development before, during and after each school year.
6. Deepen the implementation of the proficiency-based grading system and the implementation of school-wide student-led conferences/portfolios with a proficiency-based approach.

Principal Signature: \_\_\_\_\_



## Low Performing Student Block Grant (LPSBG) Plan

The LPSBG provides funds for local educational agencies (LEAs) serving students identified as low-performing on state English language arts or mathematics assessments, who are not otherwise identified for supplemental grant funding under the Local Control Funding Formula (LCFF), or eligible for special education services. The LEA allocation is based on an equal amount per eligible pupil and will be made during the 2018–19 Fiscal Year.

OCEAA is entitled to \$25,688 based on 13 eligible students; 10 students qualify in our current year enrollment. We are tasked with increasing or improving evidence-based services for these students specifically, as well as building site capacity to reduce the number of subsequent low-performing students.

As we are already in the process of building our Multi-Tiered System of Supports (MTSS), OCEAA will use these resources to improve services within a tiered system through careful progress monitoring of LPSBG eligible students. In other words, as we improve services and effect change for these students, we improve the entire system of supports for all students.

Below are the required prompts for reporting OCEAA's plan to the California Department of Education:

What is the official local educational agency (LEA) name/CDS Code/LEA type?

- **Orange County Educational Arts Academy**
- **30 66670 0109066**
- **Independent Charter**

Enter information on the LEA's primary and secondary contacts for the administration of LPSBG funds in the text boxes below.

- **Kristin Collins, School Director**
- **Marissa Munoz, Accountant**

Does this LEA choose to accept LPSBG funding?

- **Yes**

Use the textboxes below to report information on the LPSBG plan. (California Education Code [EC] Section 41570[f][1]–[2]).

1. Summarize how the funds will be used to increase or improve evidence-based services for pupils identified pursuant to EC Section 41570(d) External link opens in new window or tab.

**OCEAA’s Multi-Tiered System of Supports (MTSS) team will aim to increase or improve services at the universal, targeted and intensive tiers by:**

- **Evaluating the effectiveness of Tier 1 instruction and providing professional development to increase capacity for high impact first instruction and universal supports**
- **Conducting thorough analyses of current levels of academic achievement and social-emotional wellness for identified students and:**
  - **identifying Tier 2 and 3 support services currently in place for those students;**
  - **determining if there any any gaps based on the analysis and plan additional services;**
  - **Improving data-based systems for progress monitoring the impact of services on the identified students**

2. How will the effectiveness of the evidence-based services be measured?

**Multiple measures will be used to assess the effectiveness of services, including STAR Reading and Math scores, Developmental Reading Assessment scores, SBAC Interim and Summative Assessment scores, and SWIS referrals.**

3. How are services aligned with and described in the LEA’s local control and accountability plan?

**Services are aligned with OCEAA’s LCAP Goals 1 and 3.**

On what date was the LPSBG plan discussed and adopted at a regularly scheduled meeting of the governing board of the school district, county board of education, or the governing body of the charter school? (California EC Section 41570[f][1]–[2])

- **February 13, 2019**



**GENERAL DESCRIPTION:**

Date: February 1, 2019

Attention: Peter Davi

Location: Orange County Educational Arts Academy  
825 N. Broadway.  
Santa Ana, CA 92701

Project: OCEAA – Building 825 Additional 5-Ton Split HVAC  
Replacement RTU Replacement 2018  
18-1551-CO-2

Diversified Thermal Services, Inc. (DTS) is pleased to provide the following proposal for your consideration. DTS has provided a full mechanical installation outline. The mechanical will be installed per the following scope:

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**Scope of Work:**

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**1. (1) 5-TON TRANE SPLIT HEAT PUMP UNIT REPLACEMENT:**

- Order, pick-up, and deliver all job-related material.
- Isolate power and lock out / tag out units.
- Disconnect high and low voltage wiring.
- Pump down refrigerant and disconnect units from refrigerant pipes.
- Remove condenser and sheet metal curb cover.
- Build new curb and secure to roof in existing location. (Roofing by Others)
- Install new sheet metal cover and set new condenser.
- Disconnect fan coil unit from supports and remove.
- Hang new unit and re-use existing hardware.
- Flush R-22 from refrigerant lines and reconnect.
- Braze refrigerant lines and pressurize with nitrogen.
- Leak test, release nitrogen and evacuate system.
- Provide and install new economizer.
- Provide and install new duct transition as needed.
- Re-work conduit reconnect high and low voltage wiring to new units.
- Provide and install new outdoor disconnect switches on new condensers.
- Install new T-24 compliant thermostat and reconnect existing wiring.
- Reconnect condensate drain lines to new equipment and tie into existing drain.
- Startup system on both units and test for proper operation.

**CLARIFICATIONS:**

1. DTS will provide labor on regular hours.
2. Equipment will be functional by next work day.
3. Provide Test and Balance.
4. Schedule will be provided upon approval.
5. Provide closeout documentation to PM upon project completion.

**INCLUSIONS:**

1. Platform sheet metal cap and new curb on (1) new condenser.
2. Closeout documentation.
3. Rigging equipment.
4. All work to be performed regular hours.
5. Manufacturer Warranty on Equipment and one (1) year labor warranty from date of beneficial use.

**EXCLUSIONS:**

1. All work in association with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm system.
2. Roofing Work of any type.
3. Structural engineering and plans
4. Structural building/walls cutting, painting, patching and coring.
5. Payment and performance bonds unless add alternate is proposed and accepted.
6. All responsibility for asbestos identification, abatement, removal, and disposal.
7. BAS system

**PRICING:**

We propose to furnish all material and perform all work described herein for the net amount of:

**SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS & 00/100**

**\$17,880.<sup>00</sup>**

**ACCEPTANCE:**

Diversified Thermal Services, Inc.

Customer:

Manuel Beltran

Name:

Name:

*Manuel Beltran*

Signature:

Signature:

Date:

Account Manager

Title:

Title:

## TERMS & CONDITIONS

1. **SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time DTS reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Diversified Thermal Services, Inc. (DTS), shall be distributed to and installed by others under DTS's supervision but at no additional cost to DTS. Purchaser agrees to provide DTS with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. DTS agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climate for any cost or expenses without DTS's written consent. Unless specifically noted in the statement of the scope of the work or services undertaken by DTS under this agreement, DTS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by DTS shall not operate to compel DTS to perform any work relating to Hazards without DTS's express written consent.
2. **INVOICING & PAYMENTS.** DTS may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay DTS amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If DTS's invoice is not paid within 30 days of its issuance, it is delinquent and DTS shall add 1% per month interest onto delinquent amounts.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, DTS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
4. **WARRANTY.** DTS warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by DTS, for a period of one (1) year from the installation date. DTS warrants that for equipment furnished and/or installed but NOT manufactured by DTS, DTS will extend the same warranty and terms and conditions, which DTS receives from the manufacturer of said equipment. For equipment installed by DTS, if Purchaser provides written notice to DTS of any such defects within thirty (30) days after the appearance or discovery of such defect, DTS shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by DTS shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** DTS shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by DTS or, alternatively, shall provide DTS with acceptable tax exemption certificates. DTS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** DTS shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond DTS's control, including but not limited to acts of God, file riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or DTS, etc.
8. **COMPLIANCE WITH LAWS.** DTS shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of DTS's standard limits will be furnished when requested and required and at DTS's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by DTS for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon DTS unless accepted by DTS in writing.
15. **SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions

Customer Initials \_\_\_\_\_

OCEAA  
825 Broadway  
Santa Ana, CA 92701

**ATTENTION:** Peter Davi

**SUBJECT:** OCEAA

Change Order #: 1

**REFERENCE:** (3) Condenser units and (1) package unit Curb Installation

Dear Mr. Davi,

Please consider this letter as a formal change request notice. Per your request, we submit the enclosed Change Order Request Form and associated supporting information.

The changes associated with the project will **INCREASE** our subcontract by \$ 5,277.00. Please see the attached Change Order Breakdown Summary for review.

Scope Clarification:

- 1) Provide and install (3) new roof curbs for new condensers.
- 2) Provide and install (1) new roof curb for new package unit.

Exclusions: Roofing and extra structural supports if required from structural engineer

Best Regards,

Manuel Beltran  
Account Manager  
Diversified Thermal Services, Inc.

Project: RFP No. OCEAA-17SU-18 Prop 39 HVAC Design-Build Services Bid Date: 1/29/2019  
 Address: 825 Broadway City: Santa Ana St: CA Zip: 92701  
 Project Type: CONSTRUCTION Change Order #: CO- 1 JOB #: 180934

AUTOMATION LABOR		HOURS	RATE	COST
2101	DESIGN ENGINEERING	0	\$ 89.00	\$ -
2110	PROGRAMMING	0	\$ 116.00	\$ -
2120	PROJECT MANAGEMENT	0	\$ 121.00	\$ -
2121	SYSTEM TECHNICIAN	0	\$ 82.00	\$ -
2130	SYSTEM TECHNICIAN	0	\$ 83.00	\$ -
2135	AUTOMATION SERVICE LBR	0	\$ 125.00	\$ -
2300	TRAVEL TIME	0	\$ 75.00	\$ -

MECHANICAL LABOR		HOURS	RATE	COST
2001	FOREMAN	9	\$ 115.00	\$ 1,060
2011	JOURNEYMAN	10	\$ 97.00	\$ 945
2021	APPRENTICE	10	\$ 72.00	\$ 748
2061	TRADESMAN	0	\$ 69.00	\$ -
2071	MES	0	\$ 68.00	\$ -
2074	SHOP LABOR	0	\$ 63.00	\$ -

1. TOTAL LABOR: \$ 2,753

AUTOMATION MATERIAL		LIST PRICE	MECHANICAL MATERIAL		COST
1001	AUTOMATION HARDWARE	\$ -	1020	PLUMBING	\$ -
1010	AUTOMATION SOFTWARE	\$ -	1030	SHEET METAL/DUCT WORK	\$ -
1040	ELECTRICAL INSTALLATION	\$ -	1050	HVAC EQUIPMENT	\$ -
1041	ELECTRICAL INSTALLATION	\$ -	1060	HVAC MISC.	\$ 1,688
1070	VALVES	\$ -	1061	REFRIGERANT	\$ -

2. TOTAL MATERIAL: \$ 1,688

DIRECT PROJECT SUPPORT		COST	MISCELLANEOUS COSTS		COST
5010	ENTERTAINMENT	\$ -	3010	CRANE SERVICE	\$ -
5015	FACTORY MOUNTED CONTROLS	\$ -	3020	GENERAL LIFTS	\$ -
5020	FACTORY TRAINING	\$ -	3030	OIL DISPOSAL FEE	\$ -
5025	INSURANCE, PERMITS & PLANS	\$ -	3040	REF DISPOSAL FEE	\$ -
5030	JOB TRAILER/UTILITIES	\$ -	3100	EQUIPMENT RENTAL	\$ -
5035	PAYMENT & PERFORMANCE BOND	\$ -	6000	FREIGHT	\$ 57
5040	TRAVEL EXPENSE	\$ -			
5100	PROJECT SUPPORT	\$ 90			
5200	WARRANTY	\$ 90			

3. TOTAL MISCELLANEOUS: \$ 57

4. TOTAL DIRECT PROJECT SUPPORT: \$ 179

SUBCONTRACTORS		COST	PROJECT CHANGE ORDER		COST
4010	ELECTRICAL	\$ -	1.	LABOR	\$ 2,753
4020	MECHANICAL OTHER	\$ -	2.	MATERIAL	\$ 1,688
4025	INSULATOR	\$ -	3.	MISCELLANEOUS	\$ 57
4030	AIR BALANCE	\$ -	4.	DIRECT PROJECT SUPPORT	\$ 179
4035	ROOFER	\$ -	5.	OTHER COSTS	\$ -
4040	OTHER SUBCONTRACTOR	\$ -			
4045	SUB TRAVEL	\$ -			
4050	GRAPHICS	\$ -			
4060	SHEET METAL SERVICES	\$ -			
4070	SUBCONTRACTOR FEE'S	\$ -			
6.	TOTAL SUBCONTRACTORS:	\$ -			

SUBTOTAL COST: \$ 4,678

OVERHEAD & PROFIT: 10% \$ 468

6. SUBCONTRACTS MARKUP \$ -

SUB MARKUP %: 10% \$ -

7. MATERIAL TAX

CITY TAX RATE: 7.75% \$ 131

**TOTAL CHANGE ORDER PRICING: \$ 5,277**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Customer hereby agrees to observe this Pricing Summary as Proprietary & Confidential Information for evaluation of this offer. Customer further agrees not to disclose or otherwise permit to any person or entity access to the Proprietary & Confidential information without Diversified's prior written permission.



**Orange County Educational Arts Academy**  
825 N. Broadway St. Santa Ana, CA.  
Phone 714-558-2787 (ARTS)\* Fax 714-558-2775  
www.oceaa.org

**February 13, 2019**

California Charter Schools Joint Powers Authority  
P.O. Box 969  
Weimar, California 95736

Re: Intent to Withdraw  
Orange County Educational Arts Academy

To Whom It May Concern:

Please be advised that Orange County Educational Arts Academy in accordance with your JPA bylaws we are notifying you of the possibility of our withdrawal from your JPA insurance program. This letter is merely a notice that we intend to explore alternative insurance providers and does not preclude us from continuing to obtain our insurance from your JPA for the 2019-2020 school year. From time to time, we feel it is in our best interest to compare prices and offerings from other insurance providers.

If you have any questions regarding this notice, please do not hesitate to contact me. Thank you for your cooperation and assistance in this matter.

Sincerely,

*Mike Limon*

\_\_\_\_\_  
Name

*Executive Director*

\_\_\_\_\_  
Title

*2 / 13 / 19*

\_\_\_\_\_  
Date