

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Mrs. Debra M. Cordes, Clerk
Mr. Ernest "Mo" Morrison, Member
Mr. Denis O'Leary, Member
Mr. Albert "Al" Duff Sr., Member

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Ms. Lisa Cline
Deputy Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Ms. Robin I. Freeman
Assistant Superintendent,
Educational Services

AGENDA #17
REGULAR BOARD MEETING
Wednesday, June 1, 2016
5:00 p.m. Study Session
Closed Session To Follow
7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
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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.

A.2 Pledge of Allegiance to the Flag

Dr. Shannon Coletti, Principal of Sierra Linda School, will introduce Alyssa Petris, 3rd grader in Mrs. Phenix’ 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 by Chelsea Gutierrez, 3rd grader in Mrs. Phenix’ class in English and Maria Abonce Nieto, 3rd grader in Mrs. Phenix’ class will read them in Spanish.

A.4 Presentation by Sierra Linda School

Dr. Coletti will provide a short presentation to the Board regarding Sierra Linda School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Presentation on Plastic Bottle Pollution by Fremont Students & Staff (Freeman/Brisbine)

The Board of Trustees will receive a report from Fremont Students and Staff regarding their Plastic Bottle Pollution Program.

A.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

A.7 Student Recognition – Cesar E. Chavez Student Competition & Awards (Dr. Morales)

The Board will recognize students who were recognized at the annual Cesar Chavez Student Competition and Awards Dinner sponsored by the Oxnard Chapter of the Association of Mexican-American Educators on May 6, 2016:

ART

➤ 4 th Grade	First Place	Leiatali Tuitama	Ritchen School
	Second Place	Nicole Olipani	Harrington School
	Third Place	Kate Prado	Harrington School
➤ 5 th Grade	First Place	Leonel Castellanos	Elm School
	Second Place	Justin Albavera	Harrington School
	Third Place	Luzbetzaida Rosales	Ramona School
➤ 6 th Grade	First Place	Alexis Cruz	Frank School
	Second Place	Flor Morales	Haydock School
	Third Place	Emely Lastre	Soria School

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 Student Recognition – Cesar E. Chavez Student Competition & Awards (continued)

The Board will recognize students who were recognized at the annual Cesar Chavez Student Competition and Awards Dinner sponsored by the Oxnard Chapter of the Association of Mexican-American Educators on May 6, 2016:

ART Continued

➤ 7 th Grade	First Place	Alan Calderon	Frank School
	Second Place	Maria Oregel	Haydock School
➤ 8 th Grade	First Place	Vivian Nguyen	Frank School
	Second Place	Tameya McMillon	Haydock School

ORATORY

➤ 4 th Grade	First Place	Agle Rosales	Curren School
	Second Place	Cheyenne Willoughby	Driffill School
	Third Place	Ariana Hernandez	Soria School
➤ 5 th Grade	First Place	Daniela Zuniga	Chavez School
	Second Place	Luis Jesus Pio	Curren School
	Third Place	Soraya Fox	Soria School
➤ 6 th Grade	First Place	Diana Rejon	Frank School
	Second Place	Jennifer Marcial	Chavez School
	Second Place	Natalia Lopez	Curren School
	Third Place	Brianna Cornejo	Kamala School
➤ 7 th Grade	First Place	Emma Gage	Curren School
	First Place	Isabella Rodriguez	Soria School
	Second Place	Jasmine Habon	Frank School
➤ 8 th Grade	First Place	Vicente Contreras	Soria School
	Second Place	Nathaly Castrejon	Kamala School
	Third Place	Jocelynn Galindo	Frank School

A.8 Study Session – Oxnard School District 2016-2017 Local Control and Accountability Plan and 2016-2017 Adopted Budget (Freeman/Cline)

The Board of Trustees will receive a presentation on the Oxnard School District’s 2016-2017 Local Control and Accountability Plan (LCAP) and 2016-2017 Adopted Budget.

A.9 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.

A.10 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case

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.10 Closed Session (continued)

2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
- Case No. 15-14 (Action Item)
 - Case No. 15-20 (Action Item)
 - Case No. 15-24 (Action Item)
3. Pursuant to Section 54956.8 of the *Government Code*:
- Conference with Real Property Negotiators (for acquisition of new school site):
Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
Agency
Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating
Parties: Dennis Hardgrave on behalf of the property owners
Under
Negotiations: Instruction to agency negotiator on price and terms.
4. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
- Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
Association(s): OEA, OSSA, CSEA;
and All Unrepresented Personnel - Administrators, Classified Management, Confidential
5. Pursuant to Section 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

A.11 Reconvene to Open Session

7:00 PM

A.12 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session, including expulsion of students.

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)

- Case No. 15-14 (Action Item)
Motion: _____, Second: _____
Roll Call Vote:
Duff __, O’Leary __, Morrison __ Cordes __, Robles-Solis __

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.12 Report Out of Closed Session (continued)

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)

- Case No. 15-20 (Action Item)
Motion: _____, Second: _____
Roll Call Vote:
Duff __, O’Leary __, Morrison __ Cordes __, Robles-Solis __

- Case No. 15-24 (Action Item)
Motion: _____, Second: _____
Roll Call Vote:
Duff __, O’Leary __, Morrison __ Cordes __, Robles-Solis __

A.13 Recognition of Parent Volunteer of the Year (Dr. Morales)

The Board will recognize a Parent Volunteer of the Year from each of the District’s Schools for 2015-2016.

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

Section B
HEARINGS/PUBLIC COMMENT

B.1 Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board (3 minutes each speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. The President is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. This meeting is being video-recorded and televised.

Persons addressing the board during the consideration of an agenda item will be called to address the board prior to any presentation or consideration of the item by the Board. At the conclusion of the public comment on the item, the Board will hear the District's presentation on the matter. Board deliberation and action, if any, will follow the District's presentation. Once the public comments are presented, the board will only take comments from the public at the discretion of the Board President.

The Board particularly invites comments from parents of students in the District.

We will now read the names of the individuals who have submitted Speaker Request Forms to address the Board.

B.1 Comentarios Públicos/Oportunidad para que los Miembros de la Audiencia, los Padres, el PTA/PTO se dirija a la Mesa Directiva (3 minutos para cada ponente)

Los miembros del público pueden dirigirse a la Mesa Directiva sobre cualquier asunto dentro de la jurisdicción de la Mesa Directiva y cada uno limitar sus comentarios a tres (3) minutos. El tiempo total de cada asunto será de quince (15) minutos, a menos que, un miembro de la Mesa Directiva determine extender el tiempo y que éste sea aprobado por la Mesa Directiva. La Mesa Directiva no podrá deliberar o tomar alguna acción sobre los asuntos que no aparezcan en la agenda. El presidente dirige la junta y mantendrá el orden, establece el tiempo límite para los presentadores, el tema del asunto y tendrá la facultad de retirar a cualquier persona que cause un desorden en la sesión de la junta. Esta junta está siendo grabada y televisada.

Las personas que quieran dirigirse a la Mesa Directiva durante la consideración de un asunto de la agenda serán llamadas para dirigirse a la Mesa Directiva antes de cualquier presentación o consideración de un asunto por la Mesa Directiva. Al concluir el período de los comentarios públicos sobre un asunto, la Mesa Directiva escuchará la presentación del Distrito con respecto al tema. La deliberación y la resolución determinada por la Mesa Directiva, si se presenta alguna, procederá después de la presentación del Distrito. Una vez que los comentarios públicos hayan sido presentados, la Mesa Directiva únicamente aceptará los comentarios por parte del público a discreción del presidente de la Mesa Directiva.

La Mesa Directiva invita en particular a los padres de los alumnos del Distrito para que expresen sus comentarios.

A continuación leeremos los nombres de las personas quienes han entregado las Formas de Petición para Dirigirse a la Mesa Directiva.

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

Section B
HEARINGS/PUBLIC COMMENT
 (continued)

B.2 Public Hearing – Oxnard School District 2016-17 Local Control and Accountability Plan (Freeman)

<p>In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2016-17 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 22, 2016 board meeting.</p>	<p>Presentation: Board Discussion: Public Comment:</p>
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B.3 Public Hearing – Oxnard School District 2016-17 Adopted Budget (Cline/Penanhoat)

<p>A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2016-17 Adopted Budget prior to its adoption at the June 22, 2016 board meeting.</p>	<p>Presentation: Board Discussion: Public Comment:</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

**Section C
CONSENT AGENDA**

(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:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gifts:	Dept/School
<ul style="list-style-type: none"> ▪ From Harbor Freight Tools through employee/parent Jennifer Celusta, a donation to Marshall School of \$1,000.00 that will be used to support students. 	Breitenbach

C.2 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #15-244 with The Regents of the University of California, in collaboration with UCSB’s Young Writer’s Camp (SCWriP) will offer incoming students in grades 3-8 opportunities to explore the varied facets of writing, June 2, 2016 through July 1, 2016; amount not to exceed \$61,846.00, to be paid with LCFF EL Funds; ▪ #15-245 with Action Through Action Sports, will provide one (1) outdoor assembly at Sierra Linda School on Friday, June 10, 2016; amount not to exceed \$1,399.00, to be paid by Sierra Linda PTA; ▪ #15-246 with Jones Hall, to serve as bond counsel for the proposed 2016 election proceedings and also disclosure counsel for the issuance of said bond; bond counsel services for election proceedings will be provided for a flat fee of \$5,000.00 and disclosure counsel services for the GO Bond Issue for a flat fee of \$20,000.00, total \$25,000.00, to be paid with General Funds; ▪ #16-09 with All Languages Interpreting & Translating, to provide simultaneous translation (English/Spanish) at board meetings scheduled to begin August 3, 2016 through June 30, 2017; amount not to exceed \$12,000.00, to be paid with General Funds; ▪ #16-10 with Oxnard Union High School District, to provide opportunities for Oxnard School District students to work towards a “Seal of Biliteracy” that recognizes and encourages linguistic proficiency and cultural literacy, August 1, 2016 through June 30, 2017; at no cost to the District; ▪ #16-11 with UC Santa Barbara, to provide the MESA Program at Haydock, Frank and Fremont Middle Schools for 2016-2017 school year; amount not to exceed \$1,400.00 per school, or a total of \$4,200.00, to be paid with Title I Funds. 	Freeman Freeman/ Coletti Dr. Morales/ Cline Dr. Morales Freeman Freeman/ Bond/Joyce/ Brisbane

C.3 Request for Approval of Increase to Meal Prices

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Assistant Director of Child Nutrition Services that the Board of Trustees approve the increase of meal prices to \$2.35 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2016-2017 school year.	Dept/School Cline/ Chessen
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.4 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.

Dept/School
Koch

C.5 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.

Dept/School
Vaca/Koch

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 Reimbursement for Teacher Substitute at Rio School District (Cline)

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

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

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

D.2 Award of Formal Bid #15-02, Roof Replacement 2016 - Various Sites (Cline/Bhatia)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #15-02 Roof Replacement 2016 - Various Sites, as follows:

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

Fremont	Letner Roofing Co.	\$733,733.00	Agreement #15-241
Haydock	Craig Roof Co.	\$533,939.00	Agreement #15-242
Rose Avenue	Falcon Roofing Co.	\$52,887.00	Agreement #15-240
Sierra Linda	Craig Roof Co.	\$315,892.00	Agreement #15-243

Total amount is \$1,636,451.00, to be paid with Deferred Maintenance Funds.

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

D.3 Ratification of Modification To GMP/Change Order #5 To The Construction Services Agreement #14-21 with Bernards for the Harrington Elementary School Reconstruction Project (Dr. Morales/Cline)

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify the Modification to the GMP via Change Order #5 to the Construction Services Agreement with Bernards for the Harrington Elementary School Reconstruction Project. Additional scope and increase to the GMP by \$195,892.00 for a total GMP of \$18,834,496.00, a total increase of 3.61%, to be paid with Developer Fees, Capital Facility fund balances and Measure “R” Funds.

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

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

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.4 Approval of Resolution #15-42 Calling A November 8, 2016 General Obligation Bond Election (Dr. Morales/Cline)

It is recommended that the Board of Trustees approve Resolution #15-42 Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with Other Elections Occurring on November 8, 2016.

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

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

D.5 Approval of the 2015-2018 Educator Effectiveness Grant (Freeman)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the 2015-2018 Educator Effectiveness Grant previously presented at the May 4, 2016 board meeting.

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

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

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

Section E
REPORTS/DISCUSSION ITEMS
(These are presented for information or study only,
no action will be taken.)

E.1 DLI Consultant Report (Freeman)

The Board of Trustees will receive a report from Consultant with Association of Two-Way & Dual Language Education on work that has been accomplished with the District.

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

Section F
BOARD POLICIES

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

No Board Policies will be discussed or studied during this meeting.

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

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(s): **Robin I. Freeman**

Date of Meeting: **6/1/16**

Study Session: _____

Closed Session: _____

A. Preliminary X

B. Hearing: _____

C. Consent Agenda _____

D. Action Items _____

E. Reports/Discussion Items (no action) _____

F. Board Policies 1st Reading _____ 2nd Reading _____

Fremont Presentation: Plastic Bottle Pollution (Freeman/Brisbine)

6th grade students at Fremont are completing a long-term project on single use plastic bottles. This project includes a schoolwide recycling program, a presentation to the school board, an initiative to install water bottle refilling stations at Fremont, an initiative to provide all Fremont students with reusable water bottles and a field trip to the Monterrey Bay Aquarium to present their project.

RECOMMENDATION:

N/A

ADDITIONAL MATERIAL(S):

Power Point

BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 6/1/16

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____X_____
SECTION C: CONSENT	_____
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2016-17 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Freeman)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2016-17 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 22, 2016 Board meeting.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2016-17 Local Control and Accountability Plan.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/1/16

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	<u> X </u>
SECTION C: CONSENT	_____
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2016-17 BUDGET (Cline/Penanhoat)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2016-17 Adopted Budget prior to its adoption at the June 22, 2016 Board meeting.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2016-17 Adopted Budget.

ADDITIONAL MATERIAL

Attached: None.



OXNARD SCHOOL DISTRICT
1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501
<http://www.oxnardsd.org>
Thurgood Marshall School
2900 Thurgood Marshall Drive, Oxnard CA 93036
(805) 385-1557 ♦ Fax: (805) 983-7215



To: Dr. Cesar Morales, Superintendent
From: Dr. Marlene Breitenbach, Principal, Marshall School
Date: May 13, 2016
Re: Donation

The purpose of this memo is to acknowledge a donation of \$1000.00 to Thurgood Marshall School. It was given through the efforts of a parent donation from Jennifer Celusta whose employer, Harbor Freight Tools, wrote the check for this generous donation. Harbor Freight Tools is located at 26541 Agoura Road, Calabasas, California 91302.

I respectfully request that the Board of Trustees be notified of this donation.

Thank you,

Dr. Marlene Breitenbach

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/1/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement #15-244 – The Regents of the University of California (Freeman)

Oxnard School District in collaboration with UCSB’s Young Writer’s Camp (SCWrip) will offer incoming students in grades 3-8 opportunities to explore the varied facets of writing, regardless of their skill levels, in a supportive and stimulating environment. The emphasis will be on increasing the volume and fluency of writing from the students by providing rich opportunities for students to generate original text, analyze model/mentor text, respond to each other’s writing, and publish writing.

FISCAL IMPACT:

\$61,846.00 – LCFF EL Funds

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-244 with The Regents of the University of California.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-244, The Regents of the University of California (11 Pages)
Certificate of Insurance (1 Page)

SERVICE AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

and

OXNARD SCHOOL DISTRICT

This Service Agreement (hereinafter "Agreement") is made effective on the 1st day of June, 2016 (hereinafter the "Effective Date") by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of the Gevirtz Graduate School of Education at the Santa Barbara campus (hereinafter the "University") and OXNARD SCHOOL DISTRICT (OSD), located at 1051 South A Street, Oxnard, California, 93030 (hereinafter the "Sponsor").

WHEREAS, the University is a non-profit organization dedicated, in part, to engaging in high quality research activities for the advancement of knowledge and the benefit of the public;

WHEREAS, the University has established the South Coast Writing Project (SCWRIP) with a mission of improving student writing by improving the teaching of writing;

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to both the University and the Sponsor, and is consistent with the educational objectives of the University;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Statement of Work

1.1 The University, through its Principal Investigator(s) (as defined below), shall use reasonable efforts to perform the service activities set forth in the document titled "Statement of Work" which is attached to this Agreement as Exhibit A and is incorporated herein by this reference. The Sponsor acknowledges that the University cannot guarantee the results of its activities and that minor deviations from the "Statement of Work" might occur.

2. Deliverables

2.1 The deliverables due from the University under this Agreement (hereinafter the "Deliverables") are described in, and will be submitted to the Sponsor in accordance with, the document titled "Deliverables" which is attached to this Agreement as Exhibit B and is incorporated herein by this reference.

3. Performance Period and Term

3.1 The period of performance and the term of this Agreement will commence on June 1, 2016 and will conclude on September 30, 2016 (hereinafter the “Term”).

4. Cost to Sponsor

4.1 The cost to the Sponsor for the University’s performance under this Agreement shall be Sixty One Thousand and Eight Hundred and Forty Six and 00/100 dollars (\$61,846.00).

5. Payment

5.1 The Sponsor shall make payments to the University in accordance with the provisions set forth in the document titled “Payment Schedule” which is attached to this Agreement as Exhibit C and is incorporated herein by this reference. The Sponsor must make checks payable to “The Regents of the University of California” and must send payments to:

Kelly Hayton
Manager, Finance & Administration
Gevirtz Graduate School of Education
University of California
Santa Barbara, CA 93106-9490

6. Principal Investigator

6.1 The University’s performance under this Agreement will be under the direction of Dr. Tim Dewar, who will serve as Principal Investigator(s) (herein the “Principal Investigator”). In the event that the Principal Investigator becomes unable or is unwilling to continue work under this Agreement, and an alternate Principal Investigator is not agreeable to the Sponsor, the Sponsor will have the option to terminate this Agreement in accordance with Article 16. The Sponsor acknowledges that the Principal Investigator is the service contact for the University but is not authorized to amend, modify, or terminate this Agreement. Requests to amend, modify, or terminate this Agreement must be directed to the Manager, Finance & Administration, Gevirtz Graduate School of Education, and must comply with the notice requirements of this Agreement.

7. Rights in Data and Data Security

7.1 Subject to this Article 7, and in accordance with Article 10 and Article 11 of this Agreement, the Sponsor will have the right to use the Deliverables. The Sponsor hereby agrees that under no circumstances will the Sponsor state or imply that the University has tested, endorsed, or approved any product, service, or company.

7.2 Except as set forth in Article 11 of this Agreement, the University will have the right to publish and to use any information or data specified to be delivered under this Agreement, including the Deliverables, and any information or data gathered by or received by the University in connection with this Agreement. The Sponsor hereby grants to the University, to the extent that the Sponsor has the legal right to do so, a non-exclusive, royalty-free, irrevocable, worldwide license to use, reproduce, display publicly, and otherwise distribute any and all information and data that the Sponsor provides to the University in connection with this Agreement.

7.3 The Sponsor and the University acknowledge and agree that the University may not and will not disclose to the Sponsor any personally identifiable information in connection with this Agreement and that if such information is to be included in the Deliverables it must first be rendered anonymous and/or must be presented in an aggregate form.

8. Supplies and Equipment

8.1 In the event that the University purchases supplies or equipment in connection with this Agreement, title to such supplies and equipment will vest in the University.

9. Patents and Inventions

9.1 Inventorship and ownership of developments or discoveries first conceived and actually reduced to practice in the performance of this Agreement will be determined in accordance with University of California policies and applicable United States patent laws.

10. Copyright and Grant of License

10.1 Copyright in and ownership of original works of authorship first created and fixed in a tangible medium of expression by the University, or by the University's officers, employees, or agents, in the performance of this Agreement, including the Deliverables, will vest in the University.

10.2 The University hereby grants to the Sponsor, subject to the terms and conditions of this Agreement and to the extent that the University has the legal right to do so, a non-exclusive, royalty-free, worldwide license, during the Term, to use, reproduce, display publicly, and otherwise distribute the Deliverables to the Sponsor's employees, in connection with the Sponsor's non-profit educational activities.

11. Confidentiality

11.1 During the term of this Agreement, the Sponsor might provide the University, and the University might provide the Sponsor, with certain proprietary business or technical information or materials (hereinafter "Confidential Information"). Except as required by law, and provided that all such written information or materials are clearly marked "Confidential" and provided that all oral disclosures of such information or materials are reduced to a writing clearly marked "Confidential" that is provided to the respective party within thirty (30) days of such oral disclosure, the University and the Sponsor will hold such information and materials in confidence and each hereby agrees to use reasonable efforts to prevent its disclosure to third parties. The Sponsor acknowledges and agrees that the Sponsor will provide Confidential Information only to the Principal Investigator. The obligations set forth in this Article 11 shall continue in effect for three (3) years after the expiration or the termination of this Agreement.

11.2 Information and materials disclosed by the Sponsor or by the University will not be considered Confidential Information when such information or materials: (1) are now public knowledge or subsequently become such through no breach of this Agreement; (2) are rightfully in the University's or the Sponsor's possession prior to the Sponsor's or the University's

disclosure as shown by written records; (3) are rightfully disclosed to the University or to the Sponsor by a third party; or (4) are independently developed by or for the University or the Sponsor without reliance upon Confidential Information received by the Sponsor or the University. The University and the Sponsor hereby agree that the Deliverables will not be considered Confidential Information.

11.3 Because the University is a public, non-profit, educational institution and does not have identified resources to sustain liabilities related to the disclosure of information, the Sponsor agrees that no financial liability will attach to the University in the event that the University breaches its obligations under this Article 11.

12. Performance

12.1 The Sponsor acknowledges and agrees that the University is under no obligation to perform, and the Sponsor is under no obligation to fund, the services contemplated under this Agreement unless and until all required University approvals are secured.

13. Publication

13.1 It is understood that, as set forth in Article 7 of this Agreement, the University will be allowed to use the information and data collected in connection with this Agreement for appropriate research purposes such as presentations at professional conferences and for scientific publications provided that no individual identifying information is used.

14. Governing Law and Venue

14.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California and without regard to the conflict of laws provisions thereof.

14.2 The parties acknowledge and agree that the exclusive venue for any cause of action of any nature arising out this Agreement will be a state court having jurisdiction over Santa Barbara, California.

15. Notice

15.1 Any notice required by or made in connection with this Agreement will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

To the University: Kelly Hayton
Manager, Finance & Administration
Gevirtz Graduate School of Education
University of California
Santa Barbara, CA 93106-9490

With a copy to: Business & Financial Services, Calli Price
University of California

Santa Barbara, CA 93016-1150

To the Sponsor:

[REDACTED]
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Robin Freeman
Assistant Superintendent
Educational Services

16. Termination

16.1 Either the University or the Sponsor may terminate this Agreement by giving at least sixty (60) days' written notice to the other. In the event of such termination, the Sponsor will pay the University for the University's actual direct and indirect costs, for the costs of non-cancellable commitments incurred prior to the date of termination, and for fair close-out related costs. If the total of such costs is less than the total of funds advanced to the University by the Sponsor, the University will return the balance to the Sponsor.

17. Publicity

17.1 Neither party will use the name, trade name, trademark, or other designation of the other party without the prior written permission of the other party. However, nothing in this Article 17 is intended to restrict either party from disclosing the existence of and nature of this Agreement (including the name of the other party) or from including any reference to the existence of and nature of this Agreement in the routine reporting of its activities.

18. Indemnification

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

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

18.3 This Article 18 will survive the termination or the expiration of this Agreement.

19. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

19.1 THE SPONSOR ACKNOWLEDGES THAT THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE UNIVERSITY'S SERVICES OR THE DELIVERABLES INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE SPONSOR ACKNOWLEDGES THAT THE SERVICES AND THE DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS.

19.2 THE SPONSOR ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UNIVERSITY'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY THE UNIVERSITY FROM THE SPONSOR PURSUANT TO THIS AGREEMENT.

20. Excusable Delays

20.1 The University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of the University. The excusable delay will be allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

21. Assignment and Delegation

21.1 Neither party will assign its rights, or delegate its duties, under this Agreement without the prior express written consent of the other party, provided, however, that the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment or delegation will be void.

22. Amendments

22.1 No amendments to, or modifications or waivers of, this Agreement shall be valid unless in writing and unless signed by an authorized signatory of each party to this Agreement.

23. Additional Provisions

23.1 Not a Partnership or Joint Venture. The parties acknowledge and agree that the University is performing its obligations under this Agreement as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

23.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

23.3 Recitals and Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

23.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement set forth a specific time limit for the exercise thereof.

23.5 No Third Party Rights. Nothing in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

24. Entire Agreement and Counterparts

24.1 This Agreement, and Exhibit A, Exhibit B, and Exhibit C, constitute the entire agreement and understanding between the parties and supersede all previous agreements and understandings, if any.

24.2 This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates written below.

OXNARD SCHOOL DISTRICT

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

By: _____

By: _____

Name: Lisa A. Franz

Name: Calli Price

Title: Director of Purchasing

Title: Procurement Services Manager
Business & Financial Services

Date: _____

Date: _____

EXHIBIT A

Statement of Work

SCWriP will provide a series of summer camps and academies for students. Each camp or academy will be taught by teams of teacher-consultants from the SCWriP and focus on building the volume and fluency of writing for language learners.

Description of Services

Camp 1: English Learner Academy

Location: R.J. Frank Academy of Marine Science and Engineering

Students: This camp will service up to 150 students who are incoming 6, 7, & 8 graders.

Classrooms: SCWriP will staff up to six classes with two teacher-consultants. Each classroom will serve 20-25 students.

Schedule: Students will arrive prior to camp to receive a lunch served and supervised by OSD staff. SCWriP teacher-consultants will teach from 12:30-4:00. OSD staff will also provide any necessary supervision after 4 pm.

Camp 2: English Learner Academy

Location: Sierra Linda Elementary School

Students: This camp will service up to 100 students who are incoming 3, 4, & 5 graders from Sierra Linda Elementary, Emilie Ritche Elementary, Thurgood Marshall Elementary, and Curren Elementary.

Classrooms: SCWriP will staff up to 4 classes with two teacher-consultants. Each classroom will serve 20-25 students.

Schedule: Students will arrive prior to camp to receive a breakfast served and be supervised by OSD staff. SCWriP teacher-consultants will teach from 8:30-12:00. OSD will serve and supervise a lunch after 12:00.

Camp 3: Ramona Elementary Young Writers Camp

Location: Ramona Elementary School

Students: This camp will service up to 25 Ramona Elementary School students who are incoming 4 & 5 graders

Classrooms: SCWriP will staff 1 class of up to 25 students with two teacher-consultants.

Schedule: SCWriP teacher-consultants will teach from 9:00-12:30.

Curriculum:

Academies: At all English Learner Academy camps SCWriP will provide a curriculum first developed in our Young Writers Camps now tailored to meet the needs of English Learners (for Academies). The emphasis will be on increasing the volume and fluency of writing from the students by providing rich opportunities for students to generate original text, analyze model/mentor text, respond to each other's writing, and publish writing. To support a rich writing environment, there will be guest presentations, field trip(s), and other enrichment activities. ELS will provide transportation for 1-2 field trips if they are farther than walking distance.

Ramona: SCWriP will customize its Young Writers Camp curriculum to meet the specific needs of Ramona Elementary students.

Staffing: SCWriP will provide two teacher-consultants for each classroom, up to a total of 20 for English Learner Academies, and up to 2 for Ramona Elementary Camp. SCWriP will additionally provide a Coordinator for each Camp location. OSD will provide a district employee as the

administrator on site and liaison with the English Learner Academy. The district is responsible for staffing outside of the Academy classrooms.

Enrichment: SCWriP will plan and implement enrichment activities for all Camp locations. Typical enrichment activities include author visits, field trips, and experiential art activities.
Recruitment: OSD is responsible for recruiting and registering students for English Learner Academies. Ramona Elementary is responsible for recruiting and submitting registration materials for Ramona Elementary camp. SCWriP will provide copy-ready registration forms and promotional materials. SCWriP will also maintain a website where information will be available in English and Spanish. SCWriP will also provide approximately 100 UCSB folders free of charge. Additional folders can be purchased.

Applications: SCWriP will create English/Spanish applications for OSD and Ramona Elementary to distribute. Collection of completed registration forms is the responsibility of OSD for the English Learner Academies and the responsibility of Ramona Elementary for Ramona Elementary Camp. The original registration materials must be given to SCWriP by May 15, 2016.

Anthology: SCWriP will provide copy-ready masters for Academy Anthologies. OSD will copy and bind sufficient numbers for each student to receive one, except at Ramona. For that Camp, SCWriP will print the copies.

Other: SCWriP will provide t-shirts and classroom supplies for enrichment activities at all camps. OSD will provide traditional classroom materials, a binder/folder, and a copy of a book by a guest author for all students in the English Learner Academies.

EXHIBIT B

Deliverables

SCWriP will provide Teacher-Consultant(s) for each camp or academy of 20-25 students, develop curriculum and enrichment activities, make copy-ready masters of the anthologies, and supply camp t-shirts.

EXHIBIT C

Payment Schedule

On or after the Effective Date, the University will invoice the Sponsor via mail for the full amount set forth in the Agreement.

The Sponsor shall remit payment for the full invoice amount within thirty (30) days of receipt.

This certificate is issued to:
 Oxnard School District-----
 1051 South A Street
 Oxnard, CA 93030

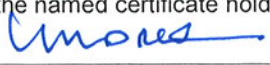
UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
<p>GENERAL LIABILITY:</p> <p>Each Occurrence</p> <p>Products and Completed Operations Aggregate</p> <p>Personal and Advertising Injury</p> <p>General Aggregate (Bodily Injury & Property Damage)</p>	<p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p>
<p>AUTOMOBILE LIABILITY:</p> <p>Vehicle owned, Non-owned and Hired</p>	<p>\$0</p> <p>each occurrence</p>
<p>SPECIAL TERMS & CONDITIONS:</p> <p>1. Oxnard School District-----</p> <p>its officers, agents, and employees are hereby named as additional insureds, but only in connection with the agreement between the Oxnard School District and The Regents of the University of California wherein the UCSB South Coast Writing Project will conduct young writers' camps for Oxnard School District students in the period 6/1/16 - 9/30/16.</p> <p>This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.</p> <p>2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Management, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.</p>	

Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

Date Issued: May 11, 2016
 Certificate Expires: October 1, 2016


 Lee Mudrick Date
 Campus Risk Management Administrator 5/11/16

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/1/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement/MOU #15-245 – Action Through Action Sports (Freeman/Coletti)

Action Through Action Sports promotes healthy choices, positive lifestyles, and good role models. They will provide one (1) outdoor assembly at Sierra Linda School on Friday, June 10, 2016. Students who met their Accelerated Reader individual reading goal will be invited to attend the assembly.

FISCAL IMPACT:

Not to exceed \$1,399.00 – Sierra Linda PTA

RECOMMENDATION:

It is recommended by the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-245 with Action Through Action Sports.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-245, Action Through Action Sports (1 Page)
 Invoice (1 Page)
 Certificate of Insurance (2 Pages)

**AGREEMENT/MOU #15-245 BETWEEN
ACTION THROUGH ACTION SPORTS AND OXNARD SCHOOL DISTRICT**

This serves as a Memorandum of Understanding and Responsibility Agreement that **Action through Action Sports** and **Oxnard School District** will work together toward promoting and providing an assembly for the students at Sierra Linda School. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Action Through Action Sports agrees to:**
 - a. Provide one (1) outdoor assembly for up to 400 students, grades 1st through 5th on Friday, June 10, 2016 at 11:00 am.
 - b. Carry insurance that conforms to the district requirements for liability and workers compensation.

2. **Oxnard School District agrees to:**
 - a. Compensate **Action through Action Sports** for one (1) assembly at Kamala School at the following rate:
 - i. Compensate **Action through Action Sports** at a rate of \$1399.00 including mileage.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented June 2, 2016 through June 10, 2016.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date:

Action Through Action Sports:

Rick DeLaney

Date:

Action Through Action Sports

P.O. Box 980594
 West Sacramento, CA 95798
 866-227-1334
 rickatas2014@gmail.com
 www.bmxschoolassemblies.com

Invoice

BILL TO
Sierra Linda Elementary 2201 Jasmine St, Oxnard,, CA 93036

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
73	05/03/2016	\$1,399.00	30% Down 70% Due On Day Of Show	

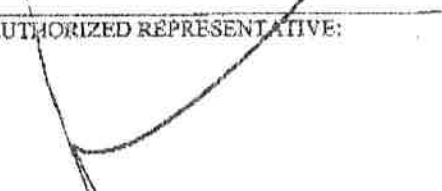
SALES REP
 RLD

DATE	PERFORMANCE TYPE	AMOUNT
06/10/2016	Ramp Shows:Single Standard Ramp Show Single standard ramp assembly program	1,099.00
06/10/2016	Travel Fees:flat rate travel fee Flat rate Southern California travel fee	300.00

Please Make Checks Payable to Action Through Action Sports. **BALANCE DUE** **\$1,399.00**

We are looking forward to performing for you.

CERTIFICATE OF INSURANCE

PRODUCER: LESTER KALMANSON AGENCY, INC. &/OR MITCHEL KALMANSON P.O. BOX 940008 MAITLAND, FL 32794-0008 PH: (407) 645-5000 / FAX: (407) 645-2810 WWW.KALMANSON.COM / MITCHEL.K25@HOTMAIL.COM	DATE ISSUED: 05/03/2016 COMPANY: 100% CERTAIN UNDERWRITERS AT LLOYD'S / LONDON (CNP)				
NAMED INSURED: ACTION THROUGH ACTION SPORTS INC. C/O RICK DELANEY P.O. BOX 980594 WEST SACRAMENTO, CA 95798	POLICY NUMBER: CNP1583 <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">EFFECTIVE DATE: 08/26/2015</td> <td style="width: 50%; border: none;">EXPIRATION DATE: 08/26/2016</td> </tr> <tr> <td style="border: none;">(BOTH DAYS AT 12:01 A.M.)</td> <td style="border: none;">LOCAL STANDARD TIME)</td> </tr> </table>	EFFECTIVE DATE: 08/26/2015	EXPIRATION DATE: 08/26/2016	(BOTH DAYS AT 12:01 A.M.)	LOCAL STANDARD TIME)
EFFECTIVE DATE: 08/26/2015	EXPIRATION DATE: 08/26/2016				
(BOTH DAYS AT 12:01 A.M.)	LOCAL STANDARD TIME)				
COVERAGE INFORMATION					
THIS IS TO CERTIFY THAT THE POLICY(S) OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM(S) OR CONDITION(S) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE(S) MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND/OR CONDITIONS OF SUCH POLICIES. LIMITS OF LIABILITY SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS.					
TYPE OF INSURANCE: <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> MANUSCRIPT POLICY FORM	LIMITS: GENERAL (ANNUAL) AGGREGATE: \$2,000,000.00 LIMITED PRODUCTS AGGREGATE \$ -0- PERSONAL & ADV. INJURY: \$ -0- EACH OCCURRENCE: \$1,000,000.00 FIRE DAMAGE (ANY ONE FIRE) \$ -0-				
RETRO DATE: 08/26/2015 (AT 12:01 A.M. LOCAL STANDARD TIME)					
ADDITIONAL INSURED(S): OXNARD SCHOOL DISTRICT, 1051 SOUTH A STREET, OXNARD, CA 93030 IS /ARE HEREBY ADDED AS ADDITIONAL INSURED(S) ONLY AS THEIR INTEREST MAY APPEAR IN RESPECTS TO THE OPERATION(S) PERFORMED BY THE NAMED INSURED AND/OR THEIR EMPLOYEE(S) ONLY.					
CERTIFICATE ONLY VALID WITH ATTACHED ADDENDUM "A" WITH DESCRIPTION OF LIABILITY COVERAGE(S) AFFORDED					
EVENT DATE(S): JUNE 10, 2016 (POSITIVE MESSAGE SCHOOL ASSEMBLY BMX & SKATEBOARD (ONE (1) SHOW)					
EVENT LOCATION: SIERRA LINDA ELEMENTARY SCHOOL, 2201 JASMINE ST, OXNARD, CA 93036					
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(S) AFFORDED BY THE POLICY(S) LISTED. "LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"					
SHOULD ANY OF THE ABOVE DESCRIBED POLICY(S) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>0</u> DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION(S) &/OR LIABILITY(S) OF ANY KIND UPON THE COMPANY, ITS AGENTS &/OR REPRESENTATIVES &/OR KALMANSON ET AL.					
CERTIFICATE HOLDER / ADDITIONAL INSURED: SIERRA LINDA ELEMENTARY 2201 JASMINE ST OXNARD, CA 93036 ATT: ALLISON CORDES FAX: 805.485.5796	AUTHORIZED REPRESENTATIVE: <div style="text-align: center;">  <input checked="" type="checkbox"/> MITCHEL KALMANSON / PRESIDENT </div>				

 ADDENDUM "A" FOR :

ASSURED: ACTION THROUGH ACTION SPORTS C/O RICHARD DELANEY

AGENCY: LESTER KALMANSON AGENCY INC. &/OR MITCHEL KALMANSON
 P.O. BOX 940008 / 235 S. MAITLAND AVENUE SUITE 201
 MAITLAND, FLORIDA - U.S.A. - 32751
 PH: 407-645-5000 FAX: 407-645-2810 EMAIL: MITCHELK25@HOTMAIL.COM

POLICY PERIOD / TERM: 08/26/2015 TO 08/26/2016 TERM: ANNUAL
 (BOTH DAYS 12:01 AM LOCAL STANDARD TIME)

POLICY NUMBER: CNP1583

DESCRIPTION OF THE MANUSCRIPT CLAIMS MADE LIABILITY INSURANCE COVERAGE AFFORDED:

- A) SPECTATOR LIABILITY COVERAGE IS AFFORDED FOR A BIKE STUNT SHOW TO BE PERFORMED BY THE NAMED INSURED &/OR THEIR EMPLOYEE(S) ONLY, FOR DISPLAY / EXHIBITION PURPOSES ONLY, WHILE AT VARIOUS / TRAVELING (USA) LOCATIONS ONLY, WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) ONLY.
- B) PREMISES LIABILITY COVERAGE IS AFFORDED FOR THE SET-UP, USE &/OR TAKE DOWN OF THE NAMED INSURED'S OWNED EQUIPMENT TO BE USED IN CONJUNCTION WITH THE NAMED INSURED'S COMMERCIAL OPERATION(S) ONLY, WHILE AT VARIOUS SCHEDULED (USA) LOCATION(S) ONLY, WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEES ONLY.

POLICY CONDITIONS:

- 1) PARTICIPANT'S LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED.
- 2) LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FOR ANY OTHER ACTIVITY(S) &/OR OPERATION(S) UNLESS SPECIFICALLY ENDORSED HERETO AND AN ADDITIONAL PREMIUM CHARGE IS MADE.
- 3) WORKER'S COMPENSATION / EMPLOYER'S LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FROM THIS POLICY FOR ANY EMPLOYEE(S) &/OR INDEPENDENT CONTRACTOR(S) &/OR VOLUNTEER(S).
- 4) ANY/ALL SUB-CONTRACTED INDEPENDENT CONTRACTORS MUST PROVIDE THE NAMED INSURED WITH A CURRENT CERTIFICATE OF INSURANCE, THROUGH AN ACCEPTABLE CARRIER, WITH MINIMUM LIMITS OF \$ 1,000,000.00 PER OCCURRENCE / AGGREGATE, NAMING: ACTION THROUGH ACTION SPORTS, INC. AS AN ADDITIONAL NAMED INSURED.

 ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: June 1, 2016

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: REPORTS/DISCUSSION	_____
SECTION E: ACTION	_____
SECTION F: BOARD POLICIES	_____

APPROVAL OF AGREEMENT #15-246 – JONES HALL (Morales/Cline)

The administration recommends entering into an agreement with Jones Hall to serve as bond counsel for the proposed 2016 election proceedings and also to serve as the bond and disclosure counsel for the issuance of said bonds. Legal Services Agreement #15-246 is presented herewith for the Board's consideration.

FISCAL IMPACT

Bond Counsel Services for Election Proceedings will be provided for a flat fee of \$5,000.00 and Disclosure Counsel Services for the GO Bond Issue will be provided for a flat fee of \$20,000.00; total contract amount of \$25,000.00 to be paid from the General Fund. Fees are contingent upon the successful passage of the ballot measure.

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #15-246, Legal Services Agreement with Jones Hall.

ADDITIONAL MATERIAL

Attached: Agreement #15-246 (7 pages)



JONES HALL

LEGAL SERVICES AGREEMENT

BY AND BETWEEN THE OXNARD SCHOOL DISTRICT AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH GENERAL OBLIGATION BOND PROCEEDINGS

THIS AGREEMENT is entered into this 1st day of June, 2016, by and between the OXNARD SCHOOL DISTRICT (the "Client") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

WITNESSETH:

WHEREAS, the Client intends to call an election to be held on November 8, 2016 at which it will seek authorization to issue general obligation bonds (the "Bonds") in the name and on behalf of the Client pursuant to the laws of the State of California;

WHEREAS, in the event Client receives said voter authorization, it intends to issue said Bonds in one or more series pursuant to the laws of the State of California;

WHEREAS, in connection with such proceedings, the Client requires the advice and assistance of nationally recognized Bond Counsel and Disclosure Counsel;

WHEREAS, Attorneys are qualified by training and experience to perform the services of Bond Counsel and Disclosure Counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Client and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the Client will be Attorney's client and an attorney-client relationship will exist between Client and Attorneys. Attorneys assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Client, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as bond counsel and disclosure counsel are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the Client will not affect, however, our responsibility to render an objective Bond Opinion.

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the projects:

- a. Consultation and cooperation with Client and Client staff to assist in the formulation of a coordinated financial and legal approval and issuance of the Bonds.
- b. Preparation of all legal proceedings for the lawful calling of the election for the Bonds, including preparation of a resolution of the governing board of the Client calling the Bond election which includes a project list, and advising Client during the election period with respect to appropriate informational and non-partisan activities.
- c. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the Client; including (a) preparation of a resolution of the governing board of the Client authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all related financing documents, (c) preparation of all documents required for the closing of the issue, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.
- d. Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation.
- e. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the Client, and may also be addressed to the underwriter of the Bonds and other participants in the financing. The Bond Opinion shall be modified, as appropriate, if any portion of the Bonds is issued on a taxable basis.
- f. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.
- g. Assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- h. Such other and further services as are normally performed by bond counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all of the following services as disclosure counsel in connection with the issuance and sale of the Bonds:

- a. Prepare the disclosure document to be reviewed by potential Bond investors, known as the Official Statement (both preliminary and final), or other disclosure documents in connection with the offering of the Bonds.
- b. Confer and consult with the officers and administrative staff of the Client as to matters relating to the Official Statement.
- c. Attend meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the Client to attend.
- d. On behalf of the Client, prepare the bond purchase contract or official notice of sale pursuant to which the Bonds will be sold and a continuing disclosure certificate of the Client to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.
- e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Client and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official

Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2 and Section 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service, or “no-action” letters from the Securities and Exchange Commission.
- b. Preparing blue sky or investment surveys with respect to the Bonds, or performing research regarding the Client’s past compliance with regard to prior undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, if any.
- c. Except as described in paragraph 2(b) above, drafting state constitutional or legislative amendments.
- d. Pursuing test cases or any other litigation, such as contested validation actions or legal challenges which arise during the election proceedings, except as set forth above.
- e. Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.
- f. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.
- g. Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, providing continuing advice to the Client or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- i. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Client may choose to enter into in

connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

- k. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Section 5. Conflicts; Prospective Consent. Attorneys represent many political subdivisions, investment banking firms and financial advisory firms. It is possible that during the time that Attorneys are representing the Client, one or more of Attorneys present or future clients will have transactions with the Client. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Client's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 6. Compensation. The following fees apply to the legal services rendered hereunder:

- (a) Bond Counsel Services: Election Proceedings. For the services of Attorneys performed in connection with the calling of the bond election and advice rendered during the period leading up and until the election, Attorneys will charge a flat fee of \$5,000. An invoice for said services will be presented following the election date.
- (b) Bond and Disclosure Counsel Services: Bond Issuance. For the services of Attorneys listed in Section 2 as Bond Counsel, the fee per series of bonds issued shall be determined as follows:

1/2% of the first \$5 million principal amount of Bonds, plus
1/4% of the next \$5 million principal amount of Bonds, plus
1/8% of the remaining principal amount of Bonds.

Notwithstanding the foregoing formula, the fee for Bond Counsel shall be capped at \$60,000 per series of bonds issued, with a minimum fee of \$35,000 per series of bonds issued. Out of pocket costs shall be reimbursed to Attorneys in an amount of not to exceed \$2,000 per series.

- (c) Disclosure Counsel - GO Bond Issue. For the services of Attorneys listed in Section 3, the proposed fee is a flat fee of \$20,000 per series.

The fees identified in (b) and (c) above are entirely contingent upon the successful passage of the ballot measure and sale and delivery of the bonds, and payable as costs of issuance.

The foregoing fees are not set by law but are negotiable between Attorneys and Client. To the extent Client requires Bond Counsel and/or Disclosure Counsel services in connection with

other financings not described herein which Attorneys are qualified to provide, this Agreement may be supplemented by addenda providing the applicable fee.

Section 7. Responsibilities of the Client.

(a) General. The Client will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Client, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on Client to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 8. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the Client.

Section 9. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Client.

Section 10. Termination of Agreement.

(a) Termination by Client. This Agreement may be terminated at any time by the Client with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to Client if Client fails to follow written legal advice given by Attorneys.

(c) Termination Upon Issuance of Final Series of Bonds. This Agreement shall terminate upon the issuance of the final series of Bonds pursuant to the authorization described herein.

(d) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the Client become its property and shall be delivered to the Client by Attorneys.

* * * * *

IN WITNESS WHEREOF, the District and Attorneys have executed this Agreement as of the date first above written.

OXNARD SCHOOL DISTRICT

By _____
Authorized Officer

JONES HALL, A PROFESSIONAL LAW CORPORATION



By _____
Courtney L. Jones
Shareholder

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/1/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement #16-09 –All Languages Interpreting & Translating (Morales)

All Languages Interpreting & Translating will provide simultaneous translation (English/Spanish) at Board Meetings scheduled beginning August 3, 2016 through June 30, 2017.

FISCAL IMPACT:

The cost for services will remain the same as the 2015-16 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount to be paid would not exceed \$12,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #16-09 with All Languages Interpreting & Translating.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-09, All Languages Interpreting & Translating (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-09

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of June, 2016 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“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, 2016** 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.
- 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 Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Cesar Morales
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating
701 East Santa Clara Street, Suite 47
Ventura, CA 93001
Attention: Lourdes Gonzalez Campbell
Phone: (805) 654.0509
Fax: (805) 293.8524

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

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

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

26. **Administration. DR. CESAR MORALES** shall be in charge of administering this Agreement on behalf of the District. The Administrator 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:

ALL LANGUAGES INTERPRETING & TRANSLATING:

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 #16-09

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-09

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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:

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

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #16-09

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-09

COMPENSATION

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

**\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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 \$12,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-09

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 #16-09

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 #16-09

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-09

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, **ALL LANGUAGES INTERPRETING & TRANSLATING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

May 3, 2016

Presented to:

MS. PATRICIA LOMELI
OXNARD SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
ADMINISTRATIVE ASSISTANT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. During the last few weeks we have provided interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, other languages are also available. Our services are mostly used during IEP meetings with parents and students. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/1/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement/MOU #16-10 – Oxnard Union High School District - Spanish Courses (Freeman)

The purpose of this Agreement/Memorandum of Understanding (MOU) is to set forth the specific agreements made between its parties for the purpose of benefitting Oxnard School District students in being placed in advanced level courses in high school Spanish. Oxnard School District and Oxnard Union High School District will collaborate to provide opportunities for students to work toward a “Seal of Biliteracy” that recognizes and encourages linguistic proficiency and cultural literacy, as well as rewards students who can demonstrate proficiency in speaking, reading, and writing Spanish in addition to English.

Term of Agreement: August 1, 2016 through June 30, 2017

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-10 with the Oxnard Union High School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #16-10, Oxnard Union High School District (2 Pages)



OXNARD SCHOOL DISTRICT

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

Spanish Courses

MEMORANDUM OF UNDERSTANDING #16-10

Date: August 1, 2016 to June 30, 2017

Parties: Oxnard School District and Oxnard Union High School District

Purpose: The purpose of this Memorandum of Understanding (MOU) is to set forth the specific agreements made between its parties for the purpose of benefiting Oxnard School District students in being placed in advanced level courses in high school Spanish. Oxnard School District and Oxnard Union High School District will collaborate to provide opportunities for students to work toward a "Seal of Biliteracy" that recognizes and encourages linguistic proficiency and cultural literacy, as well as rewards students who can demonstrate proficiency in speaking, reading, and writing in Spanish in addition to English.

The Oxnard School District (OSD) will make the following assurances to the Oxnard Union High School District (OUHSD):

- OSD will offer Spanish language classes at the following schools, Chavez, Curren, Driffill, Frank, Fremont, Haydock, Kamala, Lemonwood and Soria.
- In these classes and in the future, the OSD teachers use the same textbooks as those used in Spanish 1 and 2 in the OUHSD.
- The OSD teachers teaching these classes are highly qualified teachers according to the expectations of No Child Left Behind.
- Spanish 1 and 2 include approximately 53 instructional minutes per day.
- Spanish 1 and 2 are year-long courses in the OSD.
- The OSD will provide a transcript to the OUHSD in PDF for those students who meet the transfer requirements at the end of the 8th grade.

The Oxnard School District (OSD) requests that the Oxnard Union High School District (OUHSD) agree to the following assurances between the two districts:

- If the OSD student has earned a "C" grade or higher in Spanish 1 and/or 2, the OUHSD will admit the student into the next higher level Spanish language class upon the student's request.
- No entry-level Spanish language test will be required of the OSD student.



OXNARD SCHOOL DISTRICT

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

Either party to this MOU may withdraw from it by giving written notice from an appropriate authority to an appropriate authority of the other party. The MOU will be considered void 30 days after delivery of such written notice.

Signatures:

Oxnard School District:

Oxnard Union High School District:

Superintendent

Superintendent

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/1/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement #16-11 - UC Santa Barbara-MESA Program–Haydock, Frank & Fremont Middle Schools (Freeman/Bond/Joyce/Brisbine)

MESA is a program designed to serve educationally disadvantaged students and to the extent possible by law, emphasize participation by students from groups with low rates of eligibility for four-year colleges (including first generation college graduates). MESA Program is designed to support students from sixth grade through university. The MESA Program accomplishes its goals by focusing on student academic development in STEM, College and STEM career preparation, teacher professional development, and parent education involvement.

FISCAL IMPACT:

Haydock: Title 1 – Not to exceed \$1,400.00
Frank: Title 1 – Not to Exceed \$1,400.00
Fremont : Title 1 - Not to Exceed \$1,400.00

RECOMMENDATION:

It is recommended by the Principals of Haydock, Frank and Fremont Middle Schools, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-11 with UC Santa Barbara–MESA Program.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-11, UC Santa Barbara-MESA Program (8 Pages)



UNIVERSITY OF CALIFORNIA, SANTA BARBARA



**UCSB MESA – Oxnard School District
MIDDLE SCHOOL SITE AGREEMENT #16-11
Academic Year 2016-2017**

OXNARD SCHOOL DISTRICT INFORMATION

District Name: Oxnard School District
School Names (full): *SEE BELOW
Mailing Address: 1051 South A Street, Oxnard,
CA 93030
Phone: (805) 385-1501
Fax: (805) 486-6084

District Administrator: **Robin I. Freeman,**
Assistant Superintendent, Educational Services
District Representative: Lisa A. Franz,
Purchasing Director
Website: <http://www.oxnardsd.org>

SCHOOL INFORMATION - R.J. FRANK MIDDLE

School Name (full): R.J. Frank Middle
Mailing Address: 701 North Juanita Ave., Oxnard,
CA 93030
Phone: (805) 385-1536
Fax: (805) 981-2754

Principal: Liam Joyce
MESA Advisor(s): Elizabeth Meza
Fred Pantoja
Website:
<http://www.oxnardsd.org/frank/Home.aspx>

SCHOOL INFORMATION - FREMONT MIDDLE

School Name (full): John C. Fremont Middle
Mailing Address: 1130 North M Street, Oxnard,
CA 93030
Phone: (805) 385-1539
Fax: (805) 485-2486

Principal: Greg Brisbane
MESA Advisor(s): William Milton
Paul White
Website:
<http://www.oxnardsd.org/fremont/Home.aspx>

SCHOOL INFORMATION - HAYDOCK MIDDLE

School Name (full): Richard B. Haydock Middle
Mailing Address: 647 West Hill Street, Oxnard,
CA 93033
Phone: (805) 385-1545
Fax: (805) 487-7159

Principal: Dr. Edd Bond
MESA Advisor(s): Unassigned
Website:
<http://www.oxnardsd.org/haydock/Home.aspx>

MEMORANDUM OF UNDERSTANDING

The Mathematics, Engineering and Science Achievement (MESA) Schools Program, a part of the University of California Santa Barbara (UCSB) Office of Education Partnerships and the College of Engineering (under contract with the University of California Office of the President), serves educationally disadvantaged students and, to the extent possible by law, emphasizes participation by students from groups with low rates of eligibility for four-year colleges (including students who will be in their families' first generation of college graduates). MESA provides an intersegmental pipeline of academic services from upper elementary through university level to increase the number of these students who graduate with degrees in math, science, and engineering.

The MESA Program is offered to designated schools as determined by the UCSB MESA Center based upon specified program criteria and student eligibility, as agreed upon by the University of California Santa Barbara MESA Center and the Oxnard School District. MESA is an officially registered and approved program with restricted name use, access, criteria, benefits, rights, and curricula.

To accomplish the MESA goals and outcomes, the program consists of four main areas of work:

1. Student Academic Development in STEM
2. College and STEM Career Preparation
3. Teacher Professional Development
4. Parent Education and Involvement

Specifically, UCSB MESA program serves its middle school students with innovative academic planning for high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs at local school sites and/or Saturday Academies and events on a college campus, school campus, or STEM activity site. In addition, MESA students are introduced to study skills training, teamwork and student leadership training, and extracurricular intensives. MESA includes parent college-support education and leadership training, and professional development for advisors.

This partnership agreement is made, in consideration of mutual conditions and terms, by and among the SCHOOL DISTRICT, SCHOOL, MESA ADVISOR, and the UCSB MESA CENTER., hereinafter referred to by these terms. Any party may withdraw from this agreement with proper notice and written communication.

Under this agreement, *FRANK, FREMONT, AND HAYDOCK MIDDLE SCHOOLS* consent to:

1. Support MESA's philosophy, objectives and **program model**.
2. Support and implement MESA's **targeting policy**. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
3. Assign credentialed mathematics or science teacher(s), or a Counselor, to serve as the school-site **MESA Advisor(s)**, in consultation with and agreement by the MESA Center Director. The number of Advisors is contingent upon active student enrollment in MESA, aiming for balanced student cohorts that are retained throughout Middle school. The officially designated MESA Advisor(s), not to exceed two Advisors per school site, serve(s) as the school's lead for the school-site MESA program, interfacing directly with the UCSB MESA Center and staff.
4. Provide **school facilities and services**, at least once a week, for MESA Program activities.

5. Provide access to students, **student data**, and student academic records, including transcripts, with written parent permission to release student information to UCSB. This access is necessary to select, monitor and guide MESA participants. Sensitive information will be held in strict confidence.
6. Maintain an official **student enrollment** of at least 25-30 eligible students per grade level or per MESA Advisor (1-2 advisors per school site based upon student enrollment and participation in MESA).
7. Support MESA **student retention** and development of **cohorts**, middle school through high school graduation. To achieve this, a MESA goal is to serve a comparable distribution of student numbers between different grade levels. Emphasis is placed on enrolling MESA students at the school's earliest grade level, and retaining students through their transition to high school, and through high school to graduation.
8. Provide **release time** for the MESA Advisor to attend special meetings, trainings, or educational field trips. The school site covers substitute teacher pay. Generally, school-day activities are limited to 2 per year. Most professional development is scheduled after school or on weekends.
9. **Compensate fully subscribed and actively participating MESA Advisor(s)** with a stipend amount determined by the school site and/or Oxnard School District, but at least matching the individual stipend amount(s) paid by the UCSB MESA Program, per academic year. This amount may be prorated depending upon the number of official MESA Advisors per site, an Advisor's length of service, number of eligible students served, advisor-student ratio, planning, curriculum development, professional development, timely communication with school and MESA Center, response to information and report request, and participation by Advisor(s) and students in MESA Center activities. Advisor's OSD or school site stipends are paid directly and independently of the MESA Advisor stipend. All stipend amounts are dependent upon funding availability.
10. Provide **transportation** for MESA students, advisors, chaperones, and parents for scheduled MESA enrichment events, including (but not exclusively) Engineering and STEM events, college campus tours, Science & Technology MESA Day (MESA Day Prelims), other MESA Days (including MESA Regional Finals, and State Finals). Generally, activities requiring bus transportation are limited to three events per year.
11. Provide **travel expenses** (lodging and meals) for qualifying students, and their advisors and chaperones, for occasional MESA events requiring lengthy trips and overnight stays at the destination (typically in two-year cycles for Regional MESA Day Finals at CSU Fresno or UC Santa Cruz).
12. Provide appropriate district or **school-site funds**, on a case-by-case basis, and **in-kind support**, to supplement MESA funds and student materials, and to assist with program implementation and advisor needs.
13. Work cooperatively with school staff/faculty and the MESA Center Director and staff to explore and promote the establishment of a **MESA period, class, or an elective course**, scheduled during the regular school day. For such a MESA period (class), the instructor(s) will be compensated by the District or school site, and will also serve as a MESA Co-Advisor. No additional compensation will be provided for classes taught during the regular day.
14. Provide appropriate **funds for instructional and student materials for MESA periods, classes, elective courses** scheduled during regular school day.
15. Provide **facilities** at the school site(s) for **parent / family MESA programs** (i.e., trainings, orientations, STEM Education, etc.) on weekends or evenings.
16. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that at least **50% of MESA students complete Algebra I (or Common Core equivalent) by grade 8.**

17. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that at least **75% of MESA students complete Pre-Algebra and 2 years of Science (or Common Core equivalent) by the end of grade 8.**
18. Assist the MESA Center in **identifying potential field trip sites, guest speakers, or other enrichment opportunities** that foster program objectives.
19. Keep the **MESA Center informed** about school policies, administrative changes, course options and proceedings (e.g., student/parent handbooks, new course descriptions, academy developments, newsletters, and curriculum advancement, general school program information sessions, and include the MESA Program on the community partners' mailing list and district / school program websites).
20. Defend, indemnify and hold **University of California**, its officers, employees and agents harmless from and against any and all **liability**, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, agents or employees.
21. Insure, at its sole cost and expense, its activities in connection with this agreement and obtain, keep in force, and **maintain insurance** as follows :

A. **COMMERCIAL FORM GENERAL LIABILITY** (contractual liability included) with minimum limits as follows:

- | | |
|--|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products/Completed Operations Aggregate | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. **BUSINESS AUTOMOBILE LIABILITY**

For District owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than dollars \$1,000,000 per occurrence.

C. **WORKERS' COMPENSATION** as required under California State law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and Provider against other insurable risks relating to performance.

E. **ADDITIONAL REQUIREMENTS:**

1. It shall be expressly understood that the coverages required under Subparagraphs A. and B. shall not limit the liability of the School District.
2. The coverages referred to under Subparagraph A. and B. shall be endorsed to include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. A copy of the endorsement evidencing that The Regents of the University of California has been added as a named additional insured on the policies must be attached to the certificate of insurance.
3. The Certificate of Insurance CERTIFICATE HOLDER shall be named as follows:

REGENTS OF THE UNIVERSITY OF CALIFORNIA
Contracts and Property Office
3203 SAASB Bldg
University of California
Santa Barbara, CA 93106

4. Certificates shall provide for advance written notice to University in accordance with policy provisions of any modification, change, or cancellation of any component of the insurance coverage.

Under this agreement, the MESA Advisor(s) consent(s) to:

1. **Support the terms** outlined above in the District / Schools' section of this agreement.
2. Serve as the **lead for the MESA Program at the school site**, and work closely and cooperatively, with MESA Center staff to ensure the program's proper implementation.
3. **Attend, participate, and supervise MESA-sponsored activities**, including: regular student activity sessions, college campus tours, STEM education field trips, MESA Academies, Preliminary MESA Day Competitions (including Science & Technology MESA Day), Regional MESA Day Competitions, Statewide and National MESA Challenges if students qualify to compete, MESA Awards Celebration, student leadership sessions, and related MESA activities.
4. **Participate in professional development**, including regular MESA Advisor meetings, advisor training(s), and related special extracurricular activities. Usually, school-day activities are limited to 3 per year. MESA Advisor meetings are typically held after hours, 4 times a year, and attendance is required. MESA Advisor professional development opportunities are typically held in the summer, but may be throughout the school year.
5. Coordinate the **identification and recruitment of eligible and targeted students** for the school site program within the established guidelines, per the School's section of agreement which reads as follows: Support and implement MESA's targeting policy. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
6. Meet **deadlines for required forms**, including student enrollment, sign-up's, permission forms, communications' response, and data submission. Extensions may be granted for extenuating circumstances and with advance communication to, and approval from, the MESA Center before the actual deadline.
7. Review for proper completion and required signatures, and submit to the MESA staff required **Student Enrollment** documents and Waivers by the associated deadline(s).
8. Maintain and submit monthly, accurate, clear and detailed **Student Activity Records**.
9. Request extra or special activity materials, which are not regularly provided by the MESA Center, in advance to the MESA Center staff. Most **materials** that are regulation and required for official student competitions are provided by the MESA Center in reasonable quantities for the number of students who will compete in MESA Days. Provision of other materials is dependent upon funds and supplies, and cannot be guaranteed by the MESA program.
10. Maintain and submit accurate, clear and detailed **receipts** – within a short period of time - for any materials purchases that, previously, were requested and approved in writing by the MESA Center Director.

11. Assemble **MESA students** and conduct hands-on mathematics/science **enrichment activities** after-school, or during a designated additional time period, for at least one hour per week, and preferably for two hours on average. Activities should be focused on MESA Day events and supplemental STEM lessons.
12. Promote **academic preparation and college motivation information** with students, and assist MESA staff with academic preparation exercises for students.
13. Implement, not necessarily exclusively, the **curricular resources** provided by the MESA Center.
14. **Communicate regularly** with the MESA Program Director, Coordinator(s) and MESA Center Staff, particularly with respect to program progress, needs, concerns or special requests.
15. Assist the MESA Center in **identifying** potential field trip sites, guest speakers, other **enrichment opportunities, and resources** that foster program objectives.
16. Provide the MESA Center with **constructive feedback** on how to improve the program's operation, success, efficiency, and curricular resources.

Under this agreement, and subject to available funding, the *University of California, Santa Barbara MESA Schools Program* consents to:

1. Make **final selection of the MESA Advisor(s)**, in consultation with the School Site Administrator, to be reviewed at the start of each new academic year.
2. Plan and conduct **four annual Advisor Meetings** or information sessions.
3. Provide the MESA Advisor(s) with **review sessions, trainings and professional development** opportunities related to the MESA model.
4. **Work closely and cooperatively with the MESA Advisor(s)** to develop and implement the MESA Program.
5. Assist school-site personnel and Advisor(s) with the recruitment, selection, enrollment, and retention of **eligible MESA student participants**.
6. Maintain and use all **student data** provided by the school site in **strict confidence** and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
7. Conduct, guide or assist with **orientation and recruitment sessions** for prospective MESA student participants and their parents.
8. Provide **personnel and financial resources, subject to available funding, for the implementation of the MESA model**. This includes coordination of academic and enrichment activities, curricular resources, materials and supplies required for official competitions, educational field trips, and oversight of MESA efforts at school sites.
9. **Compensate fully subscribed and actively participating MESA Advisor(s)** with a stipend amount not to exceed \$700. each, nor to exceed \$1,400.00 for the total number of advisors at a school site, per academic year. Individual advisor stipends will be paid directly to advisor by the UCSB MESA program. The stipend amount per advisor is determined by the number of MESA-approved advisors who are serving the prescribed student cohort composition. Advisors' stipends are pro-rated depending upon the number of official MESA advisors per site, an advisor's length of service, number of eligible students served, advisor-student ratio, planning, and participation in curriculum development, professional development, timely communication with school and MESA Center, response to information and report request, and participation by Advisor(s) and students in MESA Center activities.

10. Maintain and submit **official MESA enrollment records and reports** regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
11. If available, assign a mentor or tutor (generally, a college MESA student) to **assist the MESA Advisor(s)** with MESA Day project preparation, academies, pre-competitions, and STEM activities.
12. Provide educational, outreach leadership, and **STEM activities for parents** of MESA participants, in collaboration with MESA Advisor(s) and school personnel.
13. Work closely with MESA Advisor(s) to provide **academic preparation, college knowledge, career information**, particularly in STEM fields, for MESA students.
14. **Coordinate recurrent MESA events**, including Science and Technology MESA Days, and Regional MESA Days.
15. Provide facilities at **UCSB or affiliated local college sites** for special MESA activities.
16. Act as the **liaison between the district, school site and the Statewide MESA Office** and affiliated MESA Centers.
17. Manage the **administrative responsibilities** of the program.
18. **Seek external financial and in-kind support** for enrichment activities through grants, proposals and other partnerships.
19. **University shall defend, indemnify and hold School District, its officers, employees and agents harmless** from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2017.

Under this agreement, Oxnard School District and the University of California Santa Barbara MESA Schools Program consent to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

APPROVAL SIGNATURES

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

 Date

 OSD Board Approval Date

Please print two copies. Send both original documents with appropriate signatures to the following address:

UC Santa Barbara
MESA Program
c/o Office of Education Partnerships
1501 South Hall
Santa Barbara, CA 3106-3011

TEL: 805.893.8347
FAX: 805.893.3871

When all signatures and Board approval are received, OSD and UCSB MESA will each receive an original copy.

Phyllis Brady, UCSB MESA Programs Director

Date

Mario Castellanos, UCSB Office of Education Partnerships
Executive Director and UCSB MESA Co-Principal Investigator

Date

Glenn Beltz, UCSB College of Engineering Associate Dean
and UCSB MESA Principal Investigator

Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/1/16

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

REQUEST FOR APPROVAL OF INCREASE TO MEAL PRICES (Cline/Chessen)

Effective July 1, 2011, the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) requires that school food authorities (SFA's) participating in the National School Lunch Program ensure that schools provide the same level of support for paid lunches as they do for lunches served to students eligible for free lunches. SFA's currently charging less than \$2.46 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for their lunches. The law caps the required increase in the paid meal prices at \$.10 in any year.

The Oxnard School District Child Nutrition Services program currently charges students ineligible for free or reduced meals \$2.25 for lunch. It is now necessary to increase that meal price to **\$2.35** for lunch in order to implement the abovementioned provision.

The Administration is requesting the Board's approval of the increased meal price of **\$2.35** for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2016-17 fiscal year.

FISCAL IMPACT

The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Assistant Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined above.

ADDITIONAL MATERIAL

Attached: None.

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** June 1, 2016

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____ **X** _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

TITLE: Establish/Abolish/Increase/Reduce Hours of Positions

DESCRIPTION OF AGENDA ITEM:

Increase

a seven hour, 203 day Office Assistant II, position number 2185, to be increased to eight hours at Sierra Linda School. This position will be increased due to student enrollment.

Abolish

an eight hour, 246 day Maintenance Lead, position number 568, to be abolished in the Facilities department. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Cost for Office Assistant II - \$5,763.00 General
Cost for Site Maintenance Lead - \$93,819.00 Maintenance

RECOMMENDATION:

Approve the increase and abolishment of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** June 1, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A: PRELIMINARY _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT _____ **X** _____
- SECTION D: ACTION _____
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

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 salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

- Classified Personnel Actions
- Certificated Personnel Actions

June 1, 2016

CERTIFICATED PERSONNEL

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 salary regulations of the District.

NEW HIRES

Michael Doukas	Substitute Teacher	2015/2016 School Year
Earle Wolfrom	Substitute Teacher	2015/2016 School Year

RETIREMENT

Gerard Martin	Teacher, Physical Education, Curren	June 30, 2016
Leslie O'Brien	Teacher, Special Ed M/M 2-3, Sierra Linda	June 18, 2016

RESIGNATION

Luana Barajas	Teacher, ELA, Curren	June 17, 2016
Sharon Rocha	Teacher, ELA, Chavez	June 17, 2016

CLASSIFIED PERSONNEL ACTIONS

New Hire

Hernandez, Stephanie A.	Paraeducator I (B), Position #7262 Soria 5.0 hrs./183 days	05/16/2016
Pina, Bobby S.	Paraeducator III, Position #7467 Pupil Services 5.75 hrs./183 days	05/16/2016
Rubalcaba, Lljayra Y.	Paraeducator III, Position #2552 Pupil Services 5.75 hrs./183 days	05/24/2016
Viveros, Janelli	Paraeducator II, Position #6736 Pupil Services 5.75 hrs./183 days	05/23/2016

Exempt

Banuelos, Johnny	Campus Assistant	04/07/2016
Mota Campos, Blanca	Campus Assistant	04/29/2016

Limited Term

Alvarez, Lillie A.	Paraeducator	05/12/2016
Crespo Valdez, Erik S.	Paraeducator	05/05/2016
Cruz, Martin	Paraeducator	05/11/2016
Gilliam, Kenneth D.	Paraeducator	05/09/2016
Gonzalez, Maria Isabel	Bus Driver	05/31/2016
Koressa, Marcel M.	Paraeducator	05/09/2016
Nunag, Nathaniel B.	Paraeducator	05/23/2016
Segovia, Amanda M.	Paraeducator	05/13/2016

Promotional

Contreras-Giron, Karen Gildy	Adaptive Technology Specialist, Position #2881 Pupil Services 5.75 hrs./183 days Paraeducator I, Position #7183 McAuliffe 2.0 hrs./183 days	05/31/2016
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Increase in Hours

Escartin, Mireya	Paraeducator II (B), Position #2060 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #2060 Pupil Services 5.5 hrs./183 days	05/23/2016
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Transfer

Andersen, Kimberly	Child Nutrition Worker, Position #2846 Curren 5.0 hrs./185 days Child Nutrition Worker, Position #2846 McKinna 4.0 hrs./185 days	05/23/2016
Cruz, Norma	Child Nutrition Worker, Position #2055 Itinerant 4.0 hrs./185 days Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	05/23/2016
Espitia, Daniel	Custodian, Position #533 Chavez 8.0 hrs./246 days Custodian, Position #1477 Elm 8.0 hrs./246 days	05/12/2016
Flores, Rosio	Preschool Teacher, Position #1111 Driffill 4.0 hrs./183 days Preschool Teacher, Position #7213 NfL-Harrington 3.0 hrs./183 days	06/06/2016
Pennington, Sam	Custodian, Position #1477 Elm 8.0 hrs./246 days Custodian, Position #499 Driffill 8.0 hrs./246 days	05/11/2016

Extended Leave of Absence

Tanedo, Melinda Paraeducator II, Position #2195 06/17/2016
Pupil Services 5.75 hrs./183 days

Resignation

Bedolla, Guadalupe Paraeducator II (B), Position #2699 05/20/2016
Educational Services 5.75 hrs./183 days

Villa, Paloma Intermediate School Secretary, Position #5388 05/20/2016
Frank 8.0 hrs./192 days

Retirement

Cisneros, Elidia Attendance Accounting Technician 8/26/1997-7/29/2016
Kamala 8.0 hrs./210 days

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 06/01/16

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____
SECTION D: ACTION	<u> X </u>
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio Elementary School District, attended the Indigenous Conference at Oxnard College on April 29, 2016.

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 Deputy 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.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/1/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____ 2nd Reading _____

Award of Formal Bid #15-02, Roof Replacement 2016-Various Sites (Cline/Bhatia)

Formal bids were solicited for Bid #15-02, Roof Replacement 2016-Various Sites, pursuant to Public Contract Code 20110. Thirteen bids were received and opened at 2:00 p.m., Friday, May 6, 2016. The bid summary is attached.

It is requested that the Board of Trustees award Bid #15-02 as follows:

Fremont	Letner Roofing Co.	\$733,733.00	Agreement #15-241
Haydock	Craig Roof Co.	\$533,939.00	Agreement #15-242
Rose Avenue	Falcon Roofing Co.	\$ 52,887.00	Agreement #15-240
Sierra Linda	Craig Roof Co.	\$315,892.00	Agreement #15-243

The listed contractors have been deemed as the lowest, responsive, responsible bidder, based on the listed bid amounts per school site, and it is requested that the Board of Trustees award the Bid and enter into the Agreements as listed. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$1,636,451.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #15-02 Roof Replacement 2016-Various Sites, in the total amount of \$1,636,451.00 and enter into the Agreements as listed above.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
Agreement #15-240, Falcon Roofing Co. (2 Pages)
Agreement #15-241, Letner Roofing Co. (2 Pages)
Agreement #15-242, Craig Roof Co. (2 Pages)
Agreement #15-243, Craig Roof Co. (2 Pages)

DISTRICT GOAL(S):

GOAL THREE:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites.

OSD BID # 15-02 ROOF REPLACEMENT 2016 - VARIOUS SITES

CONTRACTOR	School	BASE BID	ALT DEDUCT #1	ALT DEDUCT #2	AWARDED PRICE
Falcon Roofing	Rose Ave				
	Library Bldg	\$52,887.00	\$0.00	\$0.00	\$52,887.00

Total Award to Falcon Roofing **\$52,887.00**

Craig Roofing	Haydock				
	Bldg 2, 8, 11, 13, 14, & Canopy Section	\$592,459.00			
	Bldg 11		\$119,700.00		
	Bldg 13 & 14			\$58,520.00	\$533,939.00
	Sierra Linda				
	Bldg 100	\$461,156.00			
Bldg 200		(\$145,264.00)		\$315,892.00	

Total Award to Craig **\$849,831.00**

Letner Roofing	Fremont				
	Bldg 500 & 800	\$1,488,833.00			
	Bldg 600		(\$351,100.00)		
	Bldg 700			(\$404,000.00)	\$733,733.00

Total Award to Letner Roofing **\$733,733.00**

Total Awarded \$1,636,451.00

Available Funds \$1,800,000.00

Balance \$163,549.00

Contingency + Balance \$ 363,549.00

Funding	\$	2,000,000.00
Contingency at 10%	\$	200,000.00
Available to Award	\$	1,800,000.00

Recommend Award _____ Date _____

Director of Facilities

SECTION 00310

AGREEMENT #15-240

THIS AGREEMENT is made this 1st day of June, 2016, 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 Falcon Roofing, hereinafter called the "Contractor", with a principal place of business located at 425 #D Constitution Avenue, Camarillo, CA 93012.

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 #15-02
Roof Replacement 2016 – Various Sites
(ROSE AVENUE SCHOOL)

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.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **fifty four (54) consecutive calendar days for phases** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Rose	June 20, 2016	August 12, 2016

TOTAL CONTRACT PERIOD:

Roof Replacement Various Sites	June 20, 2016	August 12, 2016
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Construction Period (Phase 1)	June 20, 2016	August 12, 2016
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Closeout/Punch List items (Phase 2)	August 12, 2016	August 16, 2016
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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 Fifty Two Thousand Eight Hundred Eighty-Seven Dollars and No Cents (\$52,887.00). 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
Certification of Financial Relationships	

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: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

SECTION 00310

AGREEMENT #15-241

THIS AGREEMENT is made this 1st day of June, 2016, 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 Letner Roofing, hereinafter called the “Contractor”, with a principal place of business located at 1490 N. Glassell Street, Orange, CA 92867.

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 #15-02
Roof Replacement 2016 – Various Sites
FREMONT MIDDLE SCHOOL

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.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **fifty four (54) consecutive calendar days for phases** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Fremont	June 20, 2016	August 12, 2016

TOTAL CONTRACT PERIOD:

Roof Replacement June 20, 2016 August 12, 2016
Various Sites

Construction Period (Phase 1) June 20, 2016 August 12, 2016

Closeout/Punch List items (Phase 2) August 12, 2016 August 16, 2016

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 Seven Hundred Thirty Three Thousand Seven Hundred Thirty Three Dollars and No Cents (\$733,733.00). The Contract Price is based upon the Contractor’s Base Bid Proposal in the amount of \$1,488,833.00, less Deductive Alternate #1 in the amount of (\$351,100.00), and Deductive Alternate #2 in the amount of (\$404,000.00). 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 |
| Certification of Financial Relationships | |

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: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

SECTION 00310

AGREEMENT #15-242

THIS AGREEMENT is made this 1st day of June, 2016, 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 Craig Roof Company Inc., hereinafter called the “Contractor”, with a principal place of business located at 132 Garden Street, #T1, Santa Barbara, CA 93101.

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 #15-02
Roof Replacement 2016 – Various Sites
HAYDOCK MIDDLE SCHOOL

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.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **fifty four (54) consecutive calendar days for phases** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Haydock	June 20, 2016	August 12, 2016

TOTAL CONTRACT PERIOD:

Roof Replacement Various Sites	June 20, 2016	August 12, 2016
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Construction Period (Phase 1) June 20, 2016 August 12, 2016

Closeout/Punch List items (Phase 2) August 12, 2016 August 16, 2016

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 Five Hundred Thirty Three Thousand Nine Hundred Thirty Nine Dollars and No Cents (\$533,939.00). 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
Certification of Financial Relationships	

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: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

SECTION 00310

AGREEMENT #15-243

THIS AGREEMENT is made this 1st day of June, 2016, 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 Craig Roof Company Inc., hereinafter called the "Contractor", with a principal place of business located at 132 Garden Street, #T1, Santa Barbara, CA 93010.

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 #15-02
Roof Replacement 2016 – Various Sites
SIERRA LINDA SCHOOL

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.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **fifty four (54) consecutive calendar days for phases** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Sierra Linda	June 20, 2016	August 12, 2016

TOTAL CONTRACT PERIOD:

Roof Replacement Various Sites	June 20, 2016	August 12, 2016
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Construction Period (Phase 1)	June 20, 2016	August 12, 2016
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Closeout/Punch List items (Phase 2)	August 12, 2016	August 16, 2016
-------------------------------------	-----------------	-----------------

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 Three Hundred Fifteen Thousand Eight Hundred Ninety Two Dollars and No Cents (\$315,892.00). The Contract Price is based upon the Contractor's Base Bid Proposal amount of \$461,156.00, less Deductive Alternate #1 in the amount of \$145,264.00. 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
Certification of Financial Relationships	

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: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 6/1/16

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____
SECTION D: ACTION X
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

RATIFICATION OF MODIFICATION TO GMP/CHANGE ORDER #5 TO THE CONSTRUCTION SERVICES AGREEMENT #14-21 WITH BERNARDS FOR THE HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Morales/Cline)

The Board of Trustees is being asked to ratify a modification to the Construction Services Agreement’s Scope of Work and Guaranteed Maximum Price (“GMP”) between the Oxnard School District (“District”) and Bernards for the Harrington Elementary School Reconstruction Project as a result of additional work (scope) required by the City of Oxnard, and requested from the District. The additional work requires a modification to the GMP in the amount of \$195,892.00.

The Construction Services Agreement entered into with Bernards was approved by the Board of Trustees on August 20, 2014. The project has been completed and was ready for occupancy by the District at the beginning of the Spring school semester 2016. The final stages of construction included the final utility connections to water, storm water, sewer, electricity and gas. D+D Architects approached the city to secure the final permits for the encroachment into the City’s easement to connect the utilities. As part of the permit process, the City required the District to include changes to the plans and additional work including crosswalk striping, all within the City of Oxnard right-of-way. These requests by the City are ordinary and customary and reflect improvements to the overall Project. Demolition of a portion of the existing campus buildings was also an activity associated with the final stages of the Project. Unforeseen underground conditions that were not accurately recorded on District “As-Built” Drawings from previous improvement projects contributed to a portion of the additional cost, for repairs to domestic water service and sewer service presently serving the Interim Pre-School facilities.

The District placed a request to remove and replace the existing Harrington parking lot due to the deteriorated condition of the asphalt surfacing, that was identified to remain, and join up to the new asphalt parking lot immediately to the south of the existing parking lot. The District also requested the addition of parking lot lighting, and lighting within the new trash enclosure to provide additional safety for staff who would be working at or leaving the campus after sunset. The District also requested to have additional cast aluminum letters added to the overhead structure at the entrance to the Administration Building to include “NORMA” before “HARRINGTON” at the main entrance to the campus. The California Department of Education (“CDE”) review of the DSA Approved Plans resulted with the requirement to add additional signage and striping at the Administration Building Parking Lot to alert both pedestrians and motorists of the presence of pedestrians crossing the driveway into and exiting the Administration Building parking lot.

The future Harrington Early Childhood Development Center concept and design began after completion and DSA Approval for the Harrington Reconstruction Project. In consideration of the circumstances that resulted in existing buildings remaining in areas that were identified to receive landscape improvements as a part of the Harrington Reconstruction Project, a number of modifications were required to complete landscape improvements to provide a useable playground for the new campus, and to provide access into, and establish security of, the future Early Childhood Development Center along with the present Interim Pre School facilities from the new Harrington Main Campus.

FISCAL IMPACT:

The additional scope and increase to the GMP falls within overall budget for the Project. Board ratification will increase the GMP by \$195,892.00 to a total GMP of \$18,834,496, for a total increase of 3.61% to the Construction Services Agreement. The increase will be funded from a combination of Developer Fees, Capital Facility fund balances and Measure "R" funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees ratify the Modification to the GMP via Change Order #5 to the Construction Services Agreement with Bernards for the Harrington Elementary School Reconstruction Project.

ADDITIONAL MATERIAL(S):

Change Order #5 (4 Pages)
Distribution of Costs (1 Page)
Construction Services Agreement #14-21 (50 Pages)

GOALS:

- ***District Goal Three: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***



CHANGE ORDER

Date: June 1, 2016

CHANGE ORDER NO. 5

PROJECT: HARRINGTON E.S. RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 14-21 Construction Services Agreement

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT: Dougherty + Dougherty
 3194-D Airport Loop
 Costa Mesa, CA 92626

CONTRACTOR: BERNARDS
 555 First Street
 San Fernando, CA 91340

Architects Proj. No.: 21336.00
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-115469

Attn: Mr. Jack Hall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 18,179,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1, 2, 3, & 4)	\$ 459,604.00
ADJUSTED CONTRACT SUM	\$ 18,638,604.00
<u>NET CHANGE</u>	<u>\$ 195,892.00</u>
Total Change Orders to Date:	\$ 655,496.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 5	\$ 18,834,496.00

Commencement Date: August 25, 2014
 Original Completion Date: March 16, 2016
 Original Contract Time: 569 Calendar Days
 Time Extension for all Previous Change Orders: Zero Days
 Time Extension for this Change Order: Twenty-One (21) Days
 Adjusted Completion Date: April 6, 2016
 Percentage 3.61%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR 133 Additional Survey at the existing Administration Building, as a part of the layout for the new parking lot. Approved plans for the new Harrington Campus show the existing Administration Building as being demolished; the existing Administration Building was identified to remain for the future Early Childhood Development Center, after DSA approval for the Harrington E.S. Reconstruction Project.		\$1,025.00		
2.	COR 148 De-scoping of Bernards Construction Services Agreement; to remove the Scope of Work in areas of the campus where the Interim Pre-K, and future Early Childhood Development Center are located, therefore preventing Bernards from completing improvements in those areas. The Scope of Work removed from Bernards Agreement will become a part of the future Early Childhood Development Center Project.		\$24,736.00		
3.	COR 151 Additional handrail at the first floor adjacent to Bldg. "C" elevator				\$3,181.00
4.	COR 163 Credit for CISCO Switches at IDF and MDF locations. These are Owner provided, contractor installed items.			(\$5,567.00)	
5.	COR 166 Additional temp fencing for protection of sports fields during the establishment period. Owner requested.		\$4,186.00		
6.	COR 167 Landscape planter modifications to Admin. Bldg. Modifications were required due to the planter foundation size limiting the available planting area.			\$2,345.00	
7.	COR 168 Credit for not painting galvanized handrails. Owner requested change.			(4,847.00)	
8.	COR 171 City of Oxnard required additional striping at Gisler Ave. and Nectarine Street.				\$1,879.00
9.	COR 184 Represents a combination of five (5) individual items of additional work, as requested by the District, or required by the City of Oxnard. 1) The removal and replacement of the existing deteriorated parking lot, identified to remain and join the new parking lot immediately to the south. 2) The addition of Electrical and Low Voltage conduits for connectivity between the new campus and the future Early Childhood Development Center 3) To provide and install additional cast aluminum letters to add "NORMA" before "Harrington" at the entry to the new Administration Building. 4) City of Oxnard required modifications to the northern most driveway apron into the existing parking lot at Gisler Ave., for Americans with Disabilities Act ("ADA") compliance. 5) City of Oxnard additional crosswalk striping at Gisler Ave. and Maple Ave.		\$75,119.00		
10.	COR 185 A Time and Materials ("T&M") repair to the existing water main serving the former campus and the Interim Pre-K facilities. An existing pine tree identified for removal had developed root growth that encapsulated the water main, causing damage during the removal of the tree per the approved plans.	\$3,333.00			
11.	COR 186 Repair to the existing sewer line and domestic water line damaged during the demolition of the existing MPR Building. Both sewer and water lines were NOT found in the locations shown on District "As-Built" drawings from previous improvements.	\$8,648.00			

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
12.	COR 187 The addition of supply air to restrooms at the Admin. Bldg. Final Air Balancing Test revealed there was a need to direct air into restrooms designed to only have exhaust fans.	\$1,449.00			
13.	COR 188 The installation of five (5) parking lot light fixtures, as requested by the District.		\$28,838.00		
14.	COR 189 The re-routing of the existing (E) 4" water main to accommodate construction of the new parking lot. The E water main had previously been replaced, at a shallow depth (approximately 24 inches below the former finish surface). Construction of the new parking lot improvements required the E water main to be reinstalled at a depth of 36" in order to avoid conflict with new underground improvements required for the new parking lot.	\$3,375.00			
15.	COR 190 Removal and replacement of additional existing sewer line that will become located beneath the new parking lot. District representatives observed the deteriorated sewer line that became exposed during grading for the new parking lot. In consideration of the location, the District requested replacement at this time, to avoid future repairs beneath the new parking lot.	\$5,168.00			
16.	COR 191 Modifications to Admin. Bldg. Reception Counter support brackets. Per plan, brackets created a safety concern that required modifications to eliminate the hazard.		\$1,298.00		
17.	COR 194 Additional mobilization related to City of Oxnard "B" Permit Fire Water Service.		\$3,102.00		
18.	COR 195 Additional Work for addition of irrigation and turf hydroseed at the south side of existing Building 4. A portion of the turf area at the south side of Bldg. 4 was excluded in consideration of potential future work associated with the future ECDC. The District requested the addition of irrigation and turf at this area to avoid a potential of nuisance mud when the unplanted area received water.		\$8,746.00		
19.	COR 196 Temporary fencing for security of the future Early Childhood Development Center from the new campus sports fields.		\$5,497.00		
20.	COR 197 Owner requested lighting at new Trash Enclosure		\$3,124.00		
21.	COR 198 The addition of sewer clean-out access points for the existing sewer line beneath the new parking lot.		\$1,021.00		
22.	COR 199 California Department of Education ("CDE") required pedestrian safety improvements to the parking lot located at the west side of Admin. Bldg. "A".				\$8,897.00
23.	COR 200 Transfer of certain sections of temporary construction fencing for Phase 2, Phase 3, and the Interim Pre-K facilities from Bernards to the Oxnard School District; for the purpose of continuing security of the future ECDC area from the new campus playground.		\$7,300.00		
24.	COR 201 The continuation of the planting area located at the northwest corner of the new parking lot. A portion of the planting area at the south side of existing Bldg. 4 was excluded in consideration of potential future work in that area associated with the future ECDC. The request was made to complete the installation at this time.		\$1,219.00		

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
25.	COR 202 Placement of compacted base material to provide vehicular access to the future Early Childhood Development Center from entry through the Interim Pre-K parking lot at Millie Lane. Owner requested.		\$3,907.00		
26.	COR 207 At the direction of the Inspector of Record, provide and install reinforcing steel at parking lot curbs, and in parking lot drainage swale.				\$5,663.00
27.	COR 209 Contractor Allowance Credit to the Owner			(\$6,750.00)	
28.	TOTALS:	\$21,973.00	\$169,118.00	(\$14,819.00)	\$19,620.00

Total Change Order No. \$ 195,892.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

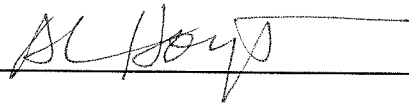
ARCHITECT: 

DATE: 5/10/2016

CONTRACTOR: 

DATE: 5/11/2016

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: 

DATE: 5/12/16

DEPUTY SUPERINTENDENT BUSINESS AND FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

Harrington E.S. Bernards C.O. No. 5 Distribution of Costs

Item	COR #	Number of Pages	Description	Unforeseen Condition	Additional Scope	Design Clarification	Code Requirement	Total for Change Order No. 5
1	133	8	Additional Survey		\$ 1,025.00			
2	148	19	De-Scoping of Bernards Contract		\$ 24,736.00			
3	151	8	Additional Handrail at Elevator				\$ 3,181.00	
4	163	7	Credit for CISCO Switches			\$ (5,567.00)		
5	166	2	Temp fence at west sportsfield		\$ 4,186.00			
6	167	6	Planter modification at Admin.			\$ 2,345.00		
7	168	2	Credit to not paint galv. Handrails			\$ (4,847.00)		
8	171	4	City required crosswalk striping				\$ 1,879.00	
9	184	25	5 Items: (1) R&R (E) Parking Lot, (2) Conduit from new to (E) campus, (3) "NORMA" Letters, (4) ADA Sidewalk at Gisler D'way north end, (5) Striping at Gisler & Maple		\$ 75,119.00			
10	185	5	T&M Repair to (E) water main	\$ 3,333.00				
11	186	16	T&M Repair to (E) sewer main	\$ 8,648.00				
12	187	14	Add'l. Air supply at Admin. Restrooms	\$ 1,449.00				
13	188	23	Installation of 5 Parking Lot Lights		\$ 28,838.00			
14	189	10	Re-route (E) water main	\$ 3,375.00				
15	190	14	R&R of additional (E) sewer line	\$ 5,168.00				
16	191	2	Modification to Admin. Counter Brackets		\$ 1,298.00			
17	194	3	Additional Mobilization for City Fire Line		\$ 3,102.00			
18	195	3	Add'l. Irrigation & Hydroseed at Bldg. 4		\$ 8,746.00			
19	196	16	Temp fence at Interim Pre-School		\$ 5,497.00			
20	197	10	Trash Enclosure lighting, Owner Request		\$ 3,124.00			
21	198	5	Add'l. Sewer Clean-outs		\$ 1,021.00			
22	199	7	CDE required Signage at Admin. Parking				\$ 8,897.00	
23	200	6	Fencing rental transfer to District		\$ 7,300.00			
24	201	4	Planter at east parking lot completion		\$ 1,219.00			
25	202	9	Base material for access to (E) campus		\$ 3,907.00			
26	207	2	IOR Directed add'l. rebar at parking lot				\$ 5,663.00	
27	209	23	Contractor Allowance credit to Owner			\$ (6,750.00)		
TOTAL:				\$ 21,973.00	\$ 169,118.00	\$ (14,819.00)	\$ 19,620.00	\$ 195,892.00
Change Orders 1 thru 4:								\$ 459,604.00
Total Change Orders 1 thru 5:								\$ 655,496.00
Base Contract Value:								\$ 18,179,000.00
Total Revised Contract Amount:								\$ 18,834,496.00
Change Order Percentage of Original Contract Value:								3.61%

CONSTRUCTION SERVICES AGREEMENT #14-21

BETWEEN

BERNARDS BROS., INC.

AND

OXNARD SCHOOL DISTRICT

AUGUST 20, 2014

FOR

PROJECT NO. 4: HARRINGTON RECONSTRUCTION

CONSTRUCTION SERVICES AGREEMENT #14-21

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of August, 2014, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards Bros., Inc., a California corporation which is a contractor licensed by the State of California, with its principal place of business at San Fernando, CA (hereinafter referred to as "Contractor").

WHEREAS, the District operates Harrington Elementary School, located at 2501 Gisler Ave., Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 11 below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **EXHIBIT A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the construction site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **EXHIBIT A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, Contractor will lease the Project back to the District pursuant to a Sublease Agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project; and

WHEREAS, the District and Contractor desire to enter into this Agreement to ensure that the Project will meet the District's expectations prior to the lease of the Site back to the District pursuant to the Sublease; and

WHEREAS, Contractor represents that it is sufficiently experienced in the design and construction of the type of facility and type of work sought by the District and is willing to perform said work for lease to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements

thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **EXHIBIT A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **EXHIBIT A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be paid to Contractor for Contractor's performance of its obligations under the Contract Documents, subject only to any adjustments for Extra Work/Modifications as provided in Section 11 of this Agreement.
- E. **Pre-construction Phase.** The term "Pre-Construction Phase" as used in this Agreement, includes all labor and services provided pursuant to the Pre-construction Services Agreement entered into between the District and Contractor under a separate agreement, which are incorporated by reference herein (collectively, the

“PSA”).

- F. **Pre-construction Services**. The term “Pre-construction Services” as used in this Agreement shall include all labor and services to be performed by Contractor pursuant to the PSA.
- G. **Project**. The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- H. **Project Manual**. The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- I. **Site**. The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- J. **Site Lease**. The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- K. **Specifications**. The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- L. **Subcontractor**. As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- M. **Sublease**. The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in performing the pre-construction and construction services set forth herein and in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to

perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents as defined in Section 1, paragraph C of this Agreement.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional services required to perform such services necessary to complete the extra work. Compensation for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such extra services, and paid to Contractor in addition to the GMP established pursuant to Section 5 hereof. Contractor represents and agrees that it will not perform additional services unless and until it has entered into a written agreement with the District setting forth the scope and extent of such additional services to be performed by Contractor and the compensation to be paid to Contractor for such additional services. In the absence of a written agreement, the District will not compensate Contractor for additional services and Contractor will not be required to perform them. Nothing in this Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project shall, upon tender and acceptance of final payment for said services, be furnished to and become property of the District, regardless of whether the Project is constructed. This conveyance shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "Estimated GMP" for the Project shall be:

EIGHTEEN MILLION ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS AND NO CENTS (\$18,179,000),

Including a GMP Allowance, included in the Estimated GMP amount above, of:

EIGHT HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO CENTS (\$831,749).

The Estimated GMP shall be subject to modification when the Construction Documents are finalized (the "Final GMP"). The Estimated GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. The Final GMP shall not be finalized until after the District receives all necessary approvals of the plans and specifications and shall include the prevailing wage rates in effect at the time the work is bid as described in Section 1.19 of the General Conditions. Any payments

made to the Contractor pursuant to the Preconstruction Services Agreement #13-98 are not to be included in the Guaranteed Maximum Price. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 23 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 11 of this Agreement. The GMP is a fee to Contractor and Contractor shall be entitled to any unused portions of it, other than unused GMP Allowance funds which shall be retained by the District. The GMP shall include, but not be limited to, increases in labor and materials. Sublease Payments by the District to Contractor pursuant to the Sublease shall be commensurate with the GMP and progress of the work. The GMP shall include the cost of all labor, materials, equipment, general conditions, overhead, profit and a GMP Allowance (the "GMP Allowance") as indicated above. GMP Allowance is for the exclusive use of Contractor, as approved by the District, to pay for miscellaneous work items, which are required to complete the Project, including (i) reasonably foreseeable omissions in the Construction Documents, and/or (ii) discrepancies with the plans and specifications as pertains to applicable building code requirements. Contractor shall be responsible for tracking expenditures of the GMP Allowance and shall provide periodic written updates to the District as directed. Unused GMP Allowance funds at Project completion shall be retained by the District.

The District shall at all times have the right to modify the scope of the Project as needed to incorporate additional DSA approved construction documents and other required work items, or to reduce the scope of work as needed to meet the District's budgetary and programmatic requirements for the Project. If the District modifies the scope of the Project, the GMP shall be modified as appropriate to contemplate the modified Scope of Work pursuant to the provisions of Section 11, below. All modifications to the Project scope of work and GMP amount shall be subject to approval by the Board of Trustees prior to being incorporated into this Agreement.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of approval of the plans and specifications, the District shall issue a notice to Contractor to proceed beyond the Pre-construction Phase to the Construction Phase for the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

Other than with respect to GMP Allowance funds, if Contractor realizes a savings on one aspect of the Project, Contractor may apply that savings to another aspect of the Project either to enhance that aspect, or to cover unanticipated additional costs of that aspect of the Project.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of Section 13 below. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed Subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.)

SECTION 9. SUBCONTRACTING

- A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's work. If Contractor subcontracts any part of its obligations under the Contract Documents, Contractor shall be as fully responsible to the District for the acts and omissions of its Subcontractor and of persons either directly or indirectly employed by its subcontractor, as it is for acts and omissions of persons directly employed by itself. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of any contract between Contractor and any Subcontractor.
- B. The District's consent to or approval of any Subcontractor under the Contract Documents shall not in any way relieve Contractor of its obligations under this Contract and no such consent or approval shall be deemed to waive any provision of the Contract Documents.
- C. Substitution or addition of Subcontractors shall be permitted only as authorized in Chapter 4 (commencing at section 4100), of the California Public Contract Code.

SECTION 10. CONSTRUCTION SCOPE OF WORK

- A. Contractor shall perform the Pre-construction Services set forth in the PSA.
- B. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in paragraph E of Section 12 of this Agreement.
- C. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- D. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- E. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- F. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- G. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- H. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with

District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector.

- I. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- J. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- K. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- L. The District shall pay the DSA for the DSA Inspector, soils testing, DSA or other regulatory agency fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 11. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the

need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable.

Contractor agrees that in determining the GMP it has reviewed the Construction Documents and verified their adequacy and completeness. Accordingly, Contractor shall not be entitled to additional compensation for additional work related thereto that could reasonably be inferred from the Construction Documents. Contractor does not make any warranty concerning the accuracy of the engineering component of the Construction Documents.

- B. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to pay additional compensation to Contractor; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIFTEEN (15) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such fifteen (15) working day period shall be deemed a waiver and relinquishment of the claim against the District to the maximum extent permitted by law.
- C. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be paid for by the District if said expenses are the result of the negligent acts or omissions of the District, or its Architect, or their respective principals, agents, servants, or employees.

SECTION 12. TIME OF COMPLETION

- A. Within fifteen (15) days of the date the District issues a Notice to Proceed with Construction, Contractor shall proceed with the Construction of the Project with reasonable diligence. Contractor agrees that the Project will be substantially complete by the dates indicated below:

Phase 1 – Preschool Relocation

NTP: August 25, 2014 Substantial Completion: October 10, 2014

Phase 2 – New Elementary School Facilities

NTP: August 25, 2014 Substantial Completion: December 15, 2015

Phase 3 – Mass Demolition & Site Work

NTP: December 15, 2014 Substantial Completion: March 15, 2016

The date(s) above will be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this Section 12. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum(s) as indicated below:

Phase 1: Two Hundred Fifty Dollars (\$250) per consecutive calendar day until Final Completion of the Work is achieved.

Phase 2: One Thousand Dollars (\$1,000) per consecutive calendar day until Final Completion of the Work is achieved.

Phase 3: Two Hundred Fifty Dollars (\$250) per consecutive calendar day until Final Completion of the Work is achieved.

The liquidated damages listed above shall be assessed per day for each calendar day of delay caused solely by Contractor from a date established by amendment at the time the final GMP is determined, until the Project is substantially complete. Contractor and its surety shall be liable for the amount thereof. Any money due or to become due to Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from Contractor or its surety, who will pay said balance forthwith.

- B. In the event that the performance and/or completion of the Project is delayed at any time (i) by any act or omission of the District or of any Architect, or their respective principals, agents, servants, or employees, or any tenant of the District, (ii) by any separate contractor employed by the District, (iii) by changes or alterations in the Project not caused by any fault or omissions by Contractor, (iv) by strikes, lockouts, fire, embargoes, windstorm, flood, earthquake, acts of war or God, (v) by changes in public laws, regulations or ordinances enacted after the date of execution of this Agreement, (vi) by acts of public officials not caused by any fault or omission of Contractor, (vii) by an inability to obtain materials or equipment not caused by any act or omission of Contractor, or (viii) by any other cause beyond the reasonable control of Contractor, the aforesaid date for substantial completion of the Project shall be extended for a reasonable period as a consequence of such delay. Contractor shall not be charged liquidated damages because of such delays in completion of work or delays otherwise due to unforeseen causes beyond the control and without the fault or negligence of Contractor.
- C. The term “substantially complete” or “substantial completion” as used in this

Agreement means completed in such a fashion as to enable the District, upon performance of any separate work to be done by the District under separate contract or by day labor, beneficially to occupy the Project and to commence operation therein, provided such occupancy and use does not substantially interfere with Contractor's performance of the remainder of the Project as agreed upon between Contractor and the District, which may be accomplished prior to the completion of the Project.

- D. The term "Fully Completed and Accepted" as used in this Agreement shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- E. Within ten (10) calendar days after the District's delivery of a Notice to Proceed with Construction, Contractor shall furnish the District with a reasonably detailed CPM (Critical Path) Schedule, setting forth the expected dates of commencement and completion of each of the various stages of Construction (the "Time Schedule"). The Time Schedule shall be updated by Contractor as necessary and revisions in said schedule shall be furnished to the District. It is specifically understood that the District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Payments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by the District's Inspector pursuant to the Time Schedule.
- F. Contractor shall not be assessed liquidated damages under this Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of a utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when Contractor is aware that removal or relocation of the existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the California Government Code, if Contractor while performing this Agreement discovers any existing main or trunk line utility facilities not identified by the District in the plans or specifications, it shall immediately notify the District and the utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 11 of this Agreement.

SECTION 13. TERMINATION

A. **Termination for Breach by Contractor.** If Contractor refuses or fails to prosecute the Construction or any separable part thereof with such diligence as will insure its completion within the time specified by this Agreement, or any extension thereof, or fails to complete the Project within such time, or if Contractor should be adjudicated bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or Contractor, or any of its Subcontractors should violate any of the provisions of this Agreement, the District may serve written notice upon Contractor and its surety of the District's intention to terminate this Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Agreement, and a statement to the effect that Contractor's right to perform this Agreement shall cease and terminate upon the expiration of fifteen (15) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

In the event that the District serves such written notice of its intent to terminate upon Contractor and its surety, the surety shall have the right to take over and perform this Agreement. If the surety does not: (1) give the District written notice of the surety's intention to take over and commence performance of the Agreement within twenty-five (25) days of the District's service of said notice of intent to terminate upon the surety; and (2) actually commence performance of this Agreement within thirty (30) days of the District's service of said notice upon the surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of Contractor.

In the event that the District elects to obtain an alternative performance of this Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to Contractor that are on the Site and reasonably necessary for such completion; and (2) the surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternative performance pursuant to this Section.

B. **Termination for Convenience.**

(1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of the termination, and the "Effective Date" of such termination. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

(a) Stop work as specified in the Notice of Termination;

- (b) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;
- (c) Leave the property upon which Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety;
- (d) Terminate all subcontracts with Subcontractors to the extent that they relate to the portions of the work terminated;
- (e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Project; and
- (f) Submit to the District within thirty (30) days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by Contractor solely as a result of the District's exercise of its right to terminate this Agreement pursuant to this clause which costs Contractor is authorized under this Agreement to incur, shall (i) be submitted to and received by the District no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity, and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

(2) Termination of this Agreement shall not relieve the surety of its obligation for any just claims arising out of or relating to the work performed on the Project. In the event that the District exercises its right to terminate this Agreement pursuant to this clause, the District shall pay Contractor, upon Contractor's submission of the documentation required by this provision, and other applicable provisions of this Agreement, the following amounts:

- (a) All actual costs incurred according to the provisions of this Agreement, including but not limited to reasonable demobilization costs and insurance costs incurred in connection with the Project.
- (b) A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that Contractor would have made a profit had this Agreement been completed and provided further, that the profit allowed shall in no event exceed ten percent (10%) of the costs.
- (c) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of this Agreement under this Section 13.

Notwithstanding the foregoing, in no event shall the total amount paid to Contractor pursuant to this provision exceed the sum of the GMP and all approved Extra Work/Modifications.

- C. **Termination by Contractor.** Contractor may terminate this Agreement upon ten (10) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of Contractor, and neither a notice to resume nor a notice to terminate this Agreement has been received from the District within this time period; or (2) the District should fail to pay Contractor any material sums due it in accordance with the terms of this Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or elect not to make two (2) successive Sublease Payments, as defined in Section 6 of the Sublease, following the receipt by the District of a request from Contractor in its capacity as lessor in the Sublease for each such Sublease Payment submitted pursuant to Section 6 of the Sublease. In the event of such termination, Contractor shall have no claims against the District except for work performed and reasonable demobilization costs of the Project as of the date of termination, and computed as set forth in Section 13 (B)(2)(a)-(c), above.

SECTION 14. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Michael Conley as Project Manager/Superintendent for the Project. So long as Mr. Conley remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 14 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of Section 13 above.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 14, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of Section 13 above.

SECTION 15. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 1.08 of the General Conditions.

SECTION 16. PAYMENTS TO CONTRACTOR AND RETENTION

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Agreement. The District shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease ("Sublease Payments"), which terms and conditions include the five percent (5%) retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the GMP established pursuant to Section 6 thereof. With regard to the retention for the Sublease Payments, the District shall authorize the final payment of five percent (5%) of the value of the work done under this Agreement if the Project is unencumbered by stop notices or those stop notices have been bonded by a stop notice release bond or bonds, to be made within thirty (30) days after the date of completion of the Project, provided however, that in the event of a dispute between the District and Contractor, the District may withhold from the final lease payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. For purposes of this Section 16, "completion" means any of the following as provided by California Public Contract Code Section 7107:
- (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - (2) The acceptance by the public agency, or its agent, of the work of improvement.
 - (3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of one hundred (100) days or more, due to factors beyond the control of Contractor.
 - (4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of thirty (30) days or more, if the public agency files for record a notice of cessation or a notice of completion.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7207 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of said final payment of undisputed amounts shall constitute a waiver of all claims against the District related to those amounts.

SECTION 17. CORRECTION OF WORK; WARRANTY

- A. Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from the District, to remedy, repair or replace, without cost to the District, all defects which may appear as a result of faulty materials or workmanship in the Project. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one (1) year after date of acceptance of work by the District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance (which shall be deemed to be the earlier of the issuance of the Notice of Acceptance or the date of occupancy) without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.
- B. In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.
- C. If, in the opinion of the District or the District's representative, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District or the District's representative will attempt to give the notice required by this section. If Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this section, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against Contractor. Such action by the District or its representative will not relieve Contractor of the guarantees provided in this section or elsewhere in this Contract.
- D. This does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project.
- E. Notwithstanding the foregoing, nothing contained in this section shall waive or limit any other rights or remedies available to the District pursuant to this Contract or under law or in equity.

SECTION 18. SUPERVISION

- A. Contractor shall maintain on-site a competent project superintendent and necessary assistants during the work. The project superintendent shall represent Contractor and all directions given to the project superintendent shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other directions shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 29 of this Agreement at the address listed therein.
- B. Contractor shall give competent and timely supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District as necessary for the orderly completion of the Project. Following agreement by Contractor and the District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant ones to the extent possible, should be placed on the weekly agenda for construction meetings between Contractor and the District to ensure that the District is aware of such changes. The District agrees to promptly respond to Contractor's requests for information and approvals.

SECTION 19. INDEMNIFICATION

- A. The District, the District's representative, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its Subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work other than the District's active negligence. Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work other than the District's active negligence. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active

negligence of the District, its Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

- B. Contractor shall indemnify the District, the District's representative, and their respective Board members, directors, officers, employees, and authorized District volunteers (the "Indemnitees") against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, Subcontractors or invitees, provided for herein, whether or not there is concurrent passive negligence on the part of the Indemnitees, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the Indemnitees; and in connection therewith:
- C. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
- D. Contractor will promptly pay any judgment rendered against Contractor and/or the Indemnitees and each of them covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the Indemnitees and each of them harmless there from.
- E. In the event that any of Indemnitees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, or operation or activities of Contractor hereunder, Contractor shall either defend said Indemnitees in such action or proceeding in accordance with Section C above or pay to said Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with reasonable attorney's fees, at Indemnitees' option.
- F. The District may retain, to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified hereinabove.

SECTION 20. INSURANCE

Contractor shall provide, during the life of this Contract, the types and amounts of insurance set forth in Sections 1.28 through 1.34 of the General Conditions, which are incorporated by reference herein.

SECTION 21. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances,

permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 22. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 23. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth in herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"). Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take those actions necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. Contractor may retain an independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. Contractor shall seek competitive bids from contractors to perform the remediation work in accordance with the approved Remediation Plan.
- D. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, following local, State and Federal regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment

manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of Owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- E. Except as otherwise provided herein, it is the responsibility of Contractor to obtain all Governmental Approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials. Contractor shall be responsible for compliance with such Governmental Approvals and applicable Governmental Rules, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District and Contractor shall jointly establish the disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- F. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified during Contractor's original environmental assessment, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. At the written direction of the District, Contractor shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District may do any of the following:
- a. Direct or cause Contractor to direct the same or another qualified environmental consultant to prepare a remediation plan for the District's approval.
 - b. Direct Contractor to remediate the hazardous materials pursuant to the remediation plan.
 - c. Arrange for another contractor to remediate the hazardous materials.
- G. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of

Discovery”) (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. “Exacerbate,” in all its forms, means the worsening effects of Contractor’s failure to stop the affected portion of work after the Point of Discovery. “Exacerbation Cost” means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving Hazardous Substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of “should have known” applies to Contractor’s supervisory personnel, whether or not on the Site. Contractor’s supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 24. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 25. ACCOUNTING RECORDS

Contractor, and any Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the “Data”). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of the any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the

Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 26. PERSONAL LIABILITY

Neither the trustees, officers, employees, nor the District's representative shall be personally responsible for any liability arising under the Contract Documents.

SECTION 27. CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by the District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials, equipment, and transportation necessary for the proper execution of the Project. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- B. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, it shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in Section 11. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result.
- (1) Special conditions shall take precedence over general conditions.
 - (2) Technical specifications implement, in additional detail, the requirements of the general conditions. In the event of conflict between the technical specifications and the general conditions, the general conditions shall take precedence.
 - (3) In the event of a conflict between the technical specifications and the drawings, the technical specifications are to take precedence over drawings and shall govern as to materials, workmanship, and installation procedures. Plans identify the scope and location of the work.
 - (4) With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger details govern over general drawings;
 - (c) Addenda/change order drawings govern over Project specific drawings;
 - (d) Project specific drawings govern over standard drawings.
 - (5) Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- C. Misunderstanding of drawings and specifications shall be clarified by the Architect,

whose decisions shall be final.

- D. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- E. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which comes into question.
- F. In the event that the Contract Documents are not complete or sufficiently detailed with regard to the manner of combining or installing of parts, materials, equipment, or complete systems but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size and profile of the parts of materials otherwise set forth in the Contract Documents.

SECTION 28. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 29. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards Bros., Inc.
555 First Street
San Fernando, CA 91340

Attn: Jack Hall, Project Executive

If to the District:

Oxnard School District

1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney & Bermudez, LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other Parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party.

SECTION 30. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 31. PROVISIONS REQUIRED BY LAW

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

SECTION 32. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 33. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that any action, suit or proceeding by or between Contractor and the District may be brought only in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waives any objection that either may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 34. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 35. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 36. AUTHORITY

Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

SECTION 37. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 38. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 13 hereof.

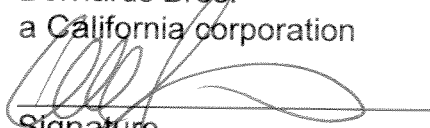
SECTION 39. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

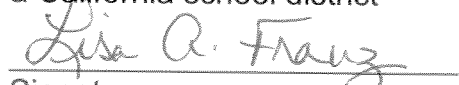
CONTRACTOR

Bernards Bros.
a California corporation


Signature

THE DISTRICT

Oxnard School District,
a California school district


Signature

Colin Simons, CEO
Typed Name/Title
8/20/14
Date

Lisa A. Franz, Director, Purchasing
Typed Name/Title
8-22-14
Date

EXHIBIT A

Scope of Work

The Project Scope of Work includes all labor, materials, equipment, accessories and other appurtenances required to complete the work indicated in the DSA approved contract documents for Project 4: Harrington Reconstruction, including all work items shown on DSA approved drawings (**#03-115469 New Elementary School; #03-115799 Interim Preschool Facilities**), specifications, bid documents, General Conditions, Special Conditions, bid addenda, DSA-103 forms, Construction Change Directives (CCDs) issued prior to August 20, 2014, City approved plans for off-site work, including all work required to meet applicable laws, regulations, and other requirements of Authorities Having Jurisdiction. Contractor acknowledges the additional scope planned for the interim preschool area, including installation of a leased 24x60 classroom building, relocation of a portable restroom building, and site utilities to accommodate these facilities, and Contractor confirms that all related costs are included within the agreed upon GMP amount. Work also includes the establishment of temporary construction facilities required to accommodate the construction activities planned for the Harrington Reconstruction project, including but not limited to contractor's staging area, fencing, temporary utilities, utility location/verification, demolition activities, and other work activities in support of the Harrington Reconstruction project. Items not explicitly shown in the drawings or specifications, but which are required to provide a complete, functional, operational system or assembly are included in the work.

As indicated in the Contract Documents, the scope of work shall include, at minimum, the work shown on the following drawing sheets, and referenced in the following specification sections, as per DSA approval:

Document Number / ID	DSA No.	Title	Prime Contract Document or Reference Document	Type of Document	Latest Document Date	Revision Indicator
00 0000	03-115469	Procurement and Contracting Requirements	Prime Contract Document	Specification Section	06/21/14	0
00 3132	03-115469	Geotechnical Data	Prime Contract Document	Specification Section	06/21/14	0
00 7000	03-115469	Conditions of the Contract	Prime Contract Document	Specification Section	06/21/14	0
01 1000	03-115469	SUMMARY	Prime Contract Document	Specification Section	06/21/14	0
01 2000	03-115469	PRICE AND PAYMENT PROCEDURES	Prime Contract Document	Specification Section	06/21/14	0
01 2300	03-115469	ALTERNATES	Prime Contract Document	Specification Section	06/21/14	0
01 3000	03-115469	ADMINISTRATIVE REQUIREMENTS	Prime Contract Document	Specification Section	06/21/14	0
01 3216	03-115469	CONSTRUCTION PROGRESS SCHEDULE	Prime Contract Document	Specification Section	06/21/14	0
01 4000	03-115469	QUALITY REQUIREMENTS	Prime Contract Document	Specification Section	06/21/14	0
01 5000	03-115469	TEMPORARY FACILITIES AND CONTROLS	Prime Contract Document	Specification Section	06/21/14	0

01 6000	03-115469	PRODUCT REQUIREMENTS	Prime Contract Document	Specification Section	06/21/14	0
01 7000	03-115469	EXECUTION AND CLOSEOUT REQUIREMENTS	Prime Contract Document	Specification Section	06/21/14	0
01 8000	03-115469	CLOSEOUT SUBMITTALS	Prime Contract Document	Specification Section	06/21/14	0
02 4100	03-115469	DEMOLITION	Prime Contract Document	Specification Section	06/21/14	0
03 0505	03-115469	UNDERSLAB VAPOR BARRIER	Prime Contract Document	Specification Section	06/21/14	0
03 1000	03-115469	CONCRETE FORMING AND ACCESSORIES	Prime Contract Document	Specification Section	06/21/14	0
03 2000	03-115469	CONCRETE REINFORCING	Prime Contract Document	Specification Section	06/21/14	0
03 3000	03-115469	CAST-IN-PLACE CONCRETE	Prime Contract Document	Specification Section	06/21/14	0
04 2000	03-115469	UNIT MASONRY	Prime Contract Document	Specification Section	06/21/14	0
05 1200	03-115469	STRUCTURAL STEEL FRAMING	Prime Contract Document	Specification Section	06/21/14	0
05 3000	03-115469	METAL DECKING	Prime Contract Document	Specification Section	06/21/14	0
05 5000	03-115469	METAL FABRICATIONS	Prime Contract Document	Specification Section	06/21/14	0
05 5100	03-115469	METAL STAIRS	Prime Contract Document	Specification Section	06/21/14	0
05 7000	03-115469	METAL GUARDS AND HANDRAILS	Prime Contract Document	Specification Section	06/21/14	0
06 1000	03-115469	ROUGH CARPENTRY	Prime Contract Document	Specification Section	06/21/14	0
06 1600	03-115469	SHEATHING	Prime Contract Document	Specification Section	06/21/14	0
06 1800	03-115469	GLUED-LAMINATED CONSTRUCTION	Prime Contract Document	Specification Section	06/21/14	0
06 4100	03-115469	ARCHITECTURAL WOOD CASEWORK	Prime Contract Document	Specification Section	06/21/14	0
07 1300	03-115469	SHEET WATERPROOFING	Prime Contract Document	Specification Section	06/21/14	0
07 1800	03-115469	TRAFFIC COATINGS	Prime Contract Document	Specification Section	06/21/14	0
07 2100	03-115469	THERMAL INSULATION	Prime Contract Document	Specification Section	06/21/14	0
07 2500	03-115469	WEATHER BARRIERS	Prime Contract Document	Specification Section	06/21/14	0
07 4646	03-115469	FIBER CEMENT SIDING	Prime Contract Document	Specification Section	06/21/14	0
07 5113	03-115469	BUILT-UP BITUMINOUS ROOFING	Prime Contract Document	Specification Section	06/21/14	0
07 6200	03-115469	SHEET METAL FLASHING AND TRIM	Prime Contract Document	Specification Section	06/21/14	0
07 7200	03-115469	ROOF ACCESSORIES	Prime Contract Document	Specification Section	06/21/14	0

07 8400	03-115469	FIRESTOPPING	Prime Contract Document	Specification Section	06/21/14	0
07 9005	03-115469	JOINT SEALERS	Prime Contract Document	Specification Section	06/21/14	0
07 9513	03-115469	EXPANSION JOINT ASSEMBLIES	Prime Contract Document	Specification Section	06/21/14	0
08 1113	03-115469	HOLLOW METAL DOORS AND FRAMES	Prime Contract Document	Specification Section	06/21/14	0
08 1416	03-115469	FLUSH WOOD DOORS	Prime Contract Document	Specification Section	06/21/14	0
08 3100	03-115469	ACCESS DOORS AND PANELS	Prime Contract Document	Specification Section	06/21/14	0
08 4313	03-115469	ALUMINUM-FRAMED STOREFRONTS	Prime Contract Document	Specification Section	06/21/14	0
08 6223	03-115469	TUBULAR SKYLIGHTS	Prime Contract Document	Specification Section	06/21/14	0
08 7100	03-115469	DOOR HARDWARE	Prime Contract Document	Specification Section	06/21/14	0
08 8000	03-115469	GLAZING	Prime Contract Document	Specification Section	06/21/14	0
08 9100	03-115469	LOUVERS	Prime Contract Document	Specification Section	06/21/14	0
09 2116	03-115469	GYPSUM BOARD ASSEMBLIES	Prime Contract Document	Specification Section	06/21/14	0
09 2400	03-115469	PORTLAND CEMENT PLASTERING	Prime Contract Document	Specification Section	06/21/14	0
09 3000	03-115469	TILING	Prime Contract Document	Specification Section	06/21/14	0
09 5100	03-115469	ACOUSTICAL CEILINGS	Prime Contract Document	Specification Section	06/21/14	0
09 6500	03-115469	RESILIENT FLOORING	Prime Contract Document	Specification Section	06/21/14	0
09 6566	03-115469	RESILIENT ATHLETIC FLOORING	Prime Contract Document	Specification Section	06/21/14	0
09 6813	03-115469	TILE CARPETING	Prime Contract Document	Specification Section	06/21/14	0
09 9000	03-115469	PAINTING AND COATING	Prime Contract Document	Specification Section	06/21/14	0
09 9100	03-115469	COLORS	Prime Contract Document	Specification Section	06/21/14	0
10 1101	03-115469	VISUAL DISPLAY BOARDS	Prime Contract Document	Specification Section	06/21/14	0
10 1124	03-115469	TACKABLE WALL SYSTEMS	Prime Contract Document	Specification Section	06/21/14	0
10 1400	03-115469	SIGNAGE	Prime Contract Document	Specification Section	06/21/14	0
10 2113.19	03-115469	TOILET COMPARTMENTS	Prime Contract Document	Specification Section	06/21/14	0
10 2800	03-115469	RESTROOM ACCESSORIES	Prime Contract Document	Specification Section	06/21/14	0
10 4400	03-115469	FIRE PROTECTION SPECIAL TIES	Prime Contract Document	Specification Section	06/21/14	0

10 7500	03-115469	FLAGPOLES	Prime Contract Document	Specification Section	06/21/14	0
11 4000	03-115469	FOODSERVICE EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
11 5200	03-115469	MOUNTING BRACKETS	Prime Contract Document	Specification Section	06/21/14	0
11 6813	03-115469	PLAY STRUCTURES	Prime Contract Document	Specification Section	06/21/14	0
11 6816	03-115469	PLAYFIELD EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
12 2116	03-115469	VERTICAL LOUVER BLINDS	Prime Contract Document	Specification Section	06/21/14	0
12 9300	03-115469	SITE FURNISHINGS	Prime Contract Document	Specification Section	06/21/14	0
14 2010	03-115469	PASSENGER ELEVATORS	Prime Contract Document	Specification Section	06/21/14	0
21 1213	03-115469	AUTOMATIC FIRE SPRINKLER-WET PIPE SYSTEMS	Prime Contract Document	Specification Section	06/21/14	0
22 0500	03-115469	COMMON WORK RESULTS FOR PLUMBING	Prime Contract Document	Specification Section	06/21/14	0
22 0510	03-115469	PLUMBING PIPING	Prime Contract Document	Specification Section	06/21/14	0
22 0523	03-115469	GENERAL DUTY VALVES FOR PLUMBING PIPING	Prime Contract Document	Specification Section	06/21/14	0
22 0529	03-115469	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
22 0553	03-115469	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
22 0700	03-115469	PLUMBING INSULATION	Prime Contract Document	Specification Section	06/21/14	0
22 4000	03-115469	PLUMBING FIXTURES AND EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
23 0500	03-115469	COMMON WORK RESULTS FOR HVAC	Prime Contract Document	Specification Section	06/21/14	0
23 0529	03-115469	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
23 0548	03-115469	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
23 0553	03-115469	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	Prime Contract Document	Specification Section	06/21/14	0
23 0593	03-115469	TESTING, ADJUSTING AND BALANCING FOR HVAC	Prime Contract Document	Specification Section	06/21/14	0
23 0700	03-115469	HVAC INSULATION	Prime Contract Document	Specification Section	06/21/14	0
23 0800	03-115469	COMMISSIONING OF HVAC	Prime Contract Document	Specification Section	06/21/14	0
23 0900	03-115469	INSTRUMENTATION AND CONTROL FOR HVAC	Prime Contract Document	Specification Section	06/21/14	0
23 2300	03-115469	REFRIGERANT PIPING	Prime Contract Document	Specification Section	06/21/14	0

23 3113	03-115469	METAL DUCTS	Prime Contract Document	Specification Section	06/21/14	0
23 3300	03-115469	AIR DUCT ACCESSORIES	Prime Contract Document	Specification Section	06/21/14	0
23 3416	03-115469	CENTRIFUGAL HVAC FANS	Prime Contract Document	Specification Section	06/21/14	0
23 3713	03-115469	DIFFUSERS, REGISTERS, GRILLES	Prime Contract Document	Specification Section	06/21/14	0
23 8119	03-115469	PACKAGE ROOFTOP UNITS	Prime Contract Document	Specification Section	06/21/14	0
23 8126	03-115469	SPLIT-SYSTEM AIR-CONDITIONERS	Prime Contract Document	Specification Section	06/21/14	0
26 0100	03-115469	BASIC MATERIALS AND METHODS	Prime Contract Document	Specification Section	06/21/14	0
26 0519	03-115469	WIRE AND CABLE RATED 600-VOLT	Prime Contract Document	Specification Section	06/21/14	0
26 0526	03-115469	GROUNDING	Prime Contract Document	Specification Section	06/21/14	0
26 0533	03-115469	CONDUITS	Prime Contract Document	Specification Section	06/21/14	0
26 0534	03-115469	BOXES	Prime Contract Document	Specification Section	06/21/14	0
26 0553	03-115469	ELECTRICAL IDENTIFICATION	Prime Contract Document	Specification Section	06/21/14	0
26 0923	03-115469	CONTACTORS AND TIME SWITCHES	Prime Contract Document	Specification Section	06/21/14	0
26 0924	03-115469	LIGHTING AUTOMATION SYSTEMS	Prime Contract Document	Specification Section	06/21/14	0
26 0933	03-115469	MULTI-PURPOSE ROOM DIMMING SYSTEM	Prime Contract Document	Specification Section	06/21/14	0
26 2213	03-115469	DRY TYPE TRANSFORMERS	Prime Contract Document	Specification Section	06/21/14	0
26 2413	03-115469	SERVICE SWITCHBOARDS AND DISTRIBUTION SECTIONS	Prime Contract Document	Specification Section	06/21/14	0
26 2416	03-115469	PANELBOARDS	Prime Contract Document	Specification Section	06/21/14	0
26 2713	03-115469	SERVICE ENTRANCE	Prime Contract Document	Specification Section	06/21/14	0
26 2726	03-115469	WIRING DEVICES	Prime Contract Document	Specification Section	06/21/14	0
26 2813	03-115469	FUSES	Prime Contract Document	Specification Section	06/21/14	0
26 2816	03-115469	DISCONNECT SWITCHES	Prime Contract Document	Specification Section	06/21/14	0
26 3323	03-115469	EMERGENCY SYSTEMS	Prime Contract Document	Specification Section	06/21/14	0
26 5100	03-115469	LIGHTING FIXTURES	Prime Contract Document	Specification Section	06/21/14	0
26 5561	03-115469	MP ROOM LIGHTING AND CONTROL SYSTEM	Prime Contract Document	Specification Section	06/21/14	0
27 1100	03-115469	COMPUTER NETWORK CABLING SYSTEM	Prime Contract Document	Specification Section	06/21/14	0

27 4116	03-115469	SOUND SYSTEM- MP ROOM	Prime Contract Document	Specification Section	06/21/14	0
27 5116	03-115469	PUBLIC ADDRESS IP SOLUTION	Prime Contract Document	Specification Section	06/21/14	0
27 5117	03-115469	ASSISTIVE LISTENING SYSTEM	Prime Contract Document	Specification Section	06/21/14	0
28 1600	03-115469	INTRUSION DETECTION SYSTEM	Prime Contract Document	Specification Section	06/21/14	0
28 3100	03-115469	FIRE ALARM SYSTEM	Prime Contract Document	Specification Section	06/21/14	0
31 2200	03-115469	GRADING	Prime Contract Document	Specification Section	06/21/14	0
31 2316	03-115469	EXCAVATION AND FILL	Prime Contract Document	Specification Section	06/21/14	0
31 2316.13	03-115469	TRENCHING	Prime Contract Document	Specification Section	06/21/14	0
32 1216	03-115469	ASPHALT PAVING	Prime Contract Document	Specification Section	06/21/14	0
32 1313	03-115469	CHAIN LINK FENCES AND GATES	Prime Contract Document	Specification Section	06/21/14	0
32 1400	03-115469	UNIT PAVERS	Prime Contract Document	Specification Section	06/21/14	0
32 1723.13	03-115469	PAINTED PAVEMENT MARKINGS	Prime Contract Document	Specification Section	06/21/14	0
32 1816.13	03-115469	PLAYGROUND PROTECTIVE SURFACING	Prime Contract Document	Specification Section	06/21/14	0
32 3000	03-115469	LANDSCAPE MAINTENANCE	Prime Contract Document	Specification Section	06/21/14	0
32 3119	03-115469	DECORATIVE METAL FENCES AND GATES	Prime Contract Document	Specification Section	06/21/14	0
32 3300	03-115469	SITE CONCRETE	Prime Contract Document	Specification Section	06/21/14	0
32 8000	03-115469	LANDSCAPE IRRIGATION	Prime Contract Document	Specification Section	06/21/14	0
32 9000	03-115469	LANDSCAPE PLANTING	Prime Contract Document	Specification Section	06/21/14	0
32 9010	03-115469	HYDROSEEDED LAWN	Prime Contract Document	Specification Section	06/21/14	0
33 1116	03-115469	SITE WATER UTILITY DISTRIBUTION PIPING	Prime Contract Document	Specification Section	06/21/14	0
33 1300	03-115469	DISINFECTING OF WATER UTILITY DISTRIBUTION	Prime Contract Document	Specification Section	06/21/14	0
33 3111	03-115469	SITE SANITARY UTILITY SEWERAGE PIPING	Prime Contract Document	Specification Section	06/21/14	0
33 4111	03-115469	SITE STORM UTILITY DRAINAGE PIPING	Prime Contract Document	Specification Section	06/21/14	0
33 5111	03-115469	SITE NATURAL-GAS DISTRIBUTION	Prime Contract Document	Specification Section	06/21/14	0
G001	03-115469	COVER SHEET- VOLUME1	Prime Contract Document	Drawings Sheet	06/23/14	0
G002	03-115469	ABBREVIATIONS SYMBOLS& GENERAL NOTES	Prime Contract Document	Drawings Sheet	06/23/14	0

G004	03-115469	LOCAL FIRE AUTHORITY	Prime Contract Document	Drawings Sheet	12/18/13	0
G005	03-115469	CODE ANALYSIS- OVERALL SITE PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
G006	03-115469	CODE ANALYSIS- ENLARGED PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
G101	03-115469	BUILDINGA AND BUILDINGB- FIRST FLOOR CODE ANALYSIS	Prime Contract Document	Drawings Sheet	06/23/14	0
G102	03-115469	BUILDINGB- SECOND FLOOR CODE ANALYSIS	Prime Contract Document	Drawings Sheet	06/23/14	0
G103	03-115469	BUILDINGC- FIRST FLOOR CODE ANALYSIS	Prime Contract Document	Drawings Sheet	06/23/14	0
G104	03-115469	BUILDINGC- SECOND FLOOR CODE ANALYSIS	Prime Contract Document	Drawings Sheet	06/23/14	0
G105	03-115469	BUILDINGD AND BUILDINGE- CODE ANALYSIS	Prime Contract Document	Drawings Sheet	06/23/14	0
C001	03-115469	GRADING, DRAINAGE, SEWER& WATER PLAN	Prime Contract Document	Drawings Sheet	ND	0
C002	03-115469	GRADING, DRAINAGE, SEWER& WATER PLAN	Prime Contract Document	Drawings Sheet	ND	0
C003	03-115469	GRADING, DRAINAGE, SEWER& WATER PLAN	Prime Contract Document	Drawings Sheet	ND	0
C004	03-115469	GRADING, DRAINAGE, SEWER& WATER PLAN	Prime Contract Document	Drawings Sheet	ND	0
C005	03-115469	CIVIL DETAILS AND NOTES	Prime Contract Document	Drawings Sheet	ND	0
C006	03-115469	CIVIL DETAILS AND NOTES	Prime Contract Document	Drawings Sheet	ND	0
L001	03-115469	IRRIGATION PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
L002	03-115469	IRRIGATION PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
L003	03-115469	IRRIGATION LEGEND AND NOTES	Prime Contract Document	Drawings Sheet	06/23/14	0
L004	03-115469	PLANTING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
L005	03-115469	PLANTING PLAN AND LEGEND	Prime Contract Document	Drawings Sheet	06/23/14	0
L006	03-115469	LANDSCAPE DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
L007	03-115469	LANDSCAPE DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
AD001	03-115469	DEMOLITION PLAN- OVERALL SITE	Prime Contract Document	Drawings Sheet	06/23/14	0
A001	03-115469	OVERALL SITE PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A002	03-115469	ENLARGED SITE PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A003	03-115469	ENLARGED SITE PLANS AND DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A004	03-115469	ENLARGED SITE PLANS AND DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0

A005	03-115469	ENLARGED SITE PLANS AND DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A006	03-115469	SITE DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A007	03-115469	SITE DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A008	03-115469	SITE DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A009	03-115469	SITE GAME MARKINGS AND DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A010	03-115469	SITE STAIR DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A011	03-115469	ROOM FINISH SCHEDULE	Prime Contract Document	Drawings Sheet	06/23/14	0
A021	03-115469	DOOR SCHEDULE	Prime Contract Document	Drawings Sheet	06/23/14	0
A031	03-115469	STOREFRONT SCHEDULE	Prime Contract Document	Drawings Sheet	06/23/14	0
A101	03-115469	BUILDINGA AND BUILDINGB- FIRST FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A102	03-115469	BUILDINGB- SECOND FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A103	03-115469	BUILDINGC- FIRST FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A104	03-115469	BUILDINGC- SECOND FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A105	03-115469	BUILDINGD AND BUILDINGE- FLOOR PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
A106	03-115469	BUILDINGA ANDB- SIGNAGE PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
A107	03-115469	BUILDINGC- SIGNAGE PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
A108	03-115469	BUILDINGD ANDE- SIGNAGE PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
A121	03-115469	BUILDINGA AND BUILDINGB- ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A122	03-115469	BUILDINGC- ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A123	03-115469	BUILDINGD AND BUILDINGE- ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A201	03-115469	BUILDINGA- EXTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A202	03-115469	BUILDINGB- EXTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A203	03-115469	BUILDINGC- EXTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A203a	03-115469	BUILDINGC- EXTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A204	03-115469	BUILDINGD- EXTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A205	03-115469	BUILDINGE- EXTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0

A211	03-115469	BUILDINGA- BUILDING SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A212	03-115469	BUILDINGB- BUILDING SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A213	03-115469	BUILDINGC- BUILDING SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A214	03-115469	BUILDINGD- BUILDING SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A215	03-115469	BUILDINGE- BUILDING SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A221	03-115469	SITE SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A301	03-115469	BUILDINGA ANDB- ENLARGED RESTROOM PLANS AND ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A302	03-115469	BUILDINGC- ENLARGED RESTROOM PLANS AND ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A303	03-115469	BUILDINGD ANDE- ENLARGED RESTROOM PLANS AND ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A304	03-115469	ENLARGED RESTROOM PLANS AND ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A311	03-115469	ENLARGED KITCHEN PLAN AND ELEVATION	Prime Contract Document	Drawings Sheet	06/23/14	0
A321	03-115469	BUILDINGB- ENLARGED AND STAIR PLANS AND SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A322	03-115469	BUILDINGC- ENLARGED STAIR PLANS AND SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A323	03-115469	ENLARGED ELEVATOR PLANS AND ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A401	03-115469	BUILDINGA& BUILDINGB- FIRST FLOOR REFLECTED CEILING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A402	03-115469	BUILDINGB- SECOND FLOOR REFLECTED CEILING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A403	03-115469	BUILDINGC- FIRST FLOOR REFLECTED CEILING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A404	03-115469	BUILDINGC- SECOND FLOOR REFLECTED CEILING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
A405	03-115469	BUILDINGD& BUILDINGE- REFLECTED CEILING PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
A411	03-115469	TYPICAL SUSPENDED CEILING DETAILS- ACOUSTICAL TILE	Prime Contract Document	Drawings Sheet	06/23/14	0
A412	03-115469	TYPICAL SUSPEND CEILING DETAILS- GYPSUM BOARD	Prime Contract Document	Drawings Sheet	06/23/14	0
A501	03-115469	BUILDINGA- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A502	03-115469	BUILDINGB- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A503	03-115469	BUILDINGB- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A504	03-115469	BUILDINGC- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0

A505	03-115469	BUILDINGC- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A506	03-115469	BUILDINGD- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A507	03-115469	BUILDINGE- EXTERIOR WALL SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A511	03-115469	EXTERIOR WALL DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A512	03-115469	INTERIOR WALL TYPE SCHEDULE AND DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A513	03-115469	TYPICAL RATING DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A521	03-115469	DOOR DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A522	03-115469	STOREFRONT DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A523	03-115469	STOREFRONT DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A531	03-115469	ROOF DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A532	03-115469	ROOF DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A533	03-115469	ROOF DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A541	03-115469	METAL CANOPY DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A561	03-115469	STAIR AND GUARD DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A563	03-115469	ELEVATOR DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A571	03-115469	SIGNAGE DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A581	03-115469	MISCELLANEOUS DETAILS- EXPANSION JOINT	Prime Contract Document	Drawings Sheet	06/23/14	0
A582	03-115469	MISCELLANEOUS DETAILS- EXPANSION JOINT	Prime Contract Document	Drawings Sheet	06/23/14	0
A601	03-115469	BUILDINGA- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A602	03-115469	BUILDINGA- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A603	03-115469	BUILDINGB- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A604	03-115469	BUILDINGB- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A605	03-115469	BUILDINGC- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A606	03-115469	BUILDINGD- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A607	03-115469	BUILDINGE- INTERIOR ELEVATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
A611	03-115469	TYPICAL CASEWORK DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0

A612	03-115469	RECEPTION CASEWORK DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
A613	03-115469	PLAYGROUND EQUIPMENT	Prime Contract Document	Drawings Sheet	06/23/14	0
S001	03-115469	GENERAL NOTES	Prime Contract Document	Drawings Sheet	07/03/14	0
S002	03-115469	GENERAL NOTES	Prime Contract Document	Drawings Sheet	07/03/14	0
S004	03-115469	GENERAL NOTES	Prime Contract Document	Drawings Sheet	07/03/14	0
S101	03-115469	TYPICAL CONCRETE DETAILS	Prime Contract Document	Drawings Sheet	07/03/14	0
S106	03-115469	TYPICAL STEEL DETAILS	Prime Contract Document	Drawings Sheet	07/03/14	0
S200	03-115469	OVERALL FOUNDATION PLAN	Prime Contract Document	Drawings Sheet	07/03/14	0
S200A	03-115469	OVERALL CURB PLAN	Prime Contract Document	Drawings Sheet	07/03/14	0
S501	03-115469	EXTERIOR WALL ELEVATIONS	Prime Contract Document	Drawings Sheet	07/03/14	0
S502	03-115469	SHEAR WALL ELEVATIONS	Prime Contract Document	Drawings Sheet	07/03/14	0
S602	03-115469	BUILDINGA-	Prime Contract Document	Drawings Sheet	07/03/14	0
S603	03-115469	BUILDINGB-	Prime Contract Document	Drawings Sheet	07/03/14	0
S607	03-115469	BUILDINGD-	Prime Contract Document	Drawings Sheet	07/03/14	0
S-ISO	03-115469	ISOMETRIC VIEW	Prime Contract Document	Drawings Sheet	06/23/14	0
G001.1	03-115469	COVER SHEET- VOLUME2	Prime Contract Document	Drawings Sheet	06/23/14	0
M000	03-115469	MECHANICAL NOTES, LEGENDS, AND EQUIPMENT SCHEDULE	Prime Contract Document	Drawings Sheet	06/23/14	0
M001	03-115469	EQUIPMENT SCHEDULE	Prime Contract Document	Drawings Sheet	06/23/14	0
M101	03-115469	BLDGA&B 1ST FLR MECHANICAL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M102	03-115469	BLDGA&B 2ND FLR MECHANICAL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M103	03-115469	BLDGA&B ROOF MECHANICAL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M201	03-115469	BLDGC 1ST FLOOR MECHANICAL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M202	03-115469	BLDGC 2ND FLOOR MECHANICAL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M203	03-115469	BLDGC MECHANICAL ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M301	03-115469	BLDGD&E MECHANICAL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
M302	03-115469	BLDGD&E MECHANICAL ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0

M400	03-115469	MECHANICAL DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
M402	03-115469	MECHANICAL DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
M403	03-115469	EQUIPMENT EQUIPMENT CONTROLS	Prime Contract Document	Drawings Sheet	06/23/14	0
M404	03-115469	MECHANICAL DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
EN000	03-115469	BUILDING 'A' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN001	03-115469	BUILDING 'A' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN002	03-115469	BUILDING 'A' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN100	03-115469	BUILDING 'B' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN101	03-115469	BUILDING 'B' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN102	03-115469	BUILDING 'B' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN200	03-115469	BUILDING 'C' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN201	03-115469	BUILDING 'C' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN300	03-115469	BUILDING 'D' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN301	03-115469	BUILDING 'D' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN400	03-115469	BUILDING 'E' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN401	03-115469	BUILDING 'E' ENERGY FORMS	Prime Contract Document	Drawings Sheet	12/18/13	0
EN500	03-115469	ENERGY FORMS MANDATORY MEASURES ALL BUILINDGS	Prime Contract Document	Drawings Sheet	12/18/13	0
P000	03-115469	PLUMBING NOTES& SCHEDULES	Prime Contract Document	Drawings Sheet	06/23/14	0
P100	03-115469	PLUMBING UTILITY PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P101	03-115469	BLDGA&B 1ST FLR PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P102	03-115469	BLDGA&B 2ND FLR PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P103	03-115469	BLDGA&B ROOF PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P104	03-115469	ENLARGED BLDGA PLUMBING PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
P105	03-115469	KITCHEN PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P201	03-115469	BLDGC 1ST FLR PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P202	03-115469	BLDGC 2ND FLR PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0

P203	03-115469	BLDGC PLUMBING ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P204	03-115469	BLDGC RESTROOM PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
P301	03-115469	BLDGD&E PLUMBING PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P302	03-115469	BLDGD&E PLUMBING ROOF PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
P303	03-115469	BLDGD&E ENLARGED PLUMBING PLANS	Prime Contract Document	Drawings Sheet	06/23/14	0
P400	03-115469	PLUMBING DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
P401	03-115469	PLUMBING DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-1	03-115469	SITE PLAN& NOTES	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-2	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-3	03-115469	HANGER DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-4	03-115469	SWAY BRACE CALCULATIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-5	03-115469	BUILDINGA&B 1ST FLOOR PLAN AND SECTION	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-6	03-115469	BUILDINGB 2ND FLOOR PLAN AND SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-7	03-115469	BUILDINGC 1ST FLOOR PLAN AND SECTION	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-8	03-115469	BUILDINGC 2ND FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-9	03-115469	BUILDINGD&E FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
FP-10	03-115469	BUILDINGD ANDE SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
E108	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E109	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E110	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E111	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E112	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E114	03-115469	TITLE 24 FORMS- BUILDINGA	Prime Contract Document	Drawings Sheet	12/18/13	0
E115	03-115469	TITLE 24 FORMS- BUILDINGB	Prime Contract Document	Drawings Sheet	12/18/13	0
E116	03-115469	TITLE 24 FORMS- BUILDINGC	Prime Contract Document	Drawings Sheet	12/18/13	0
E117	03-115469	TITLE 24 FORMS- BUILDINGD	Prime Contract Document	Drawings Sheet	12/18/13	0

E118	03-115469	TITLE 24 FORMS- BUILDINGE	Prime Contract Document	Drawings Sheet	12/18/13	0
E119	03-115469	TITLE 24 FORMS- BUILDINGA	Prime Contract Document	Drawings Sheet	12/18/13	0
E120	03-115469	TITLE 24 FORMS- BUILDINGB	Prime Contract Document	Drawings Sheet	12/18/13	0
E121	03-115469	TITLE 24 FORMS- BUILDINGC	Prime Contract Document	Drawings Sheet	12/18/13	0
E122	03-115469	TITLE 24 FORMS- BUILDINGD	Prime Contract Document	Drawings Sheet	12/18/13	0
E123	03-115469	TITLE 24 FORMS- BUILDINGE	Prime Contract Document	Drawings Sheet	12/18/13	0
E124	03-115469	LIGHTING MANDATORY MEASURES	Prime Contract Document	Drawings Sheet	12/18/13	0
E202	03-115469	DEMOLITION SITE PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E301	03-115469	BUILDINGA& BUILDINGB 1ST FLOOR LIGHTING PLANS	Prime Contract Document	Drawings Sheet	12/18/13	0
E302	03-115469	BUILDINGB 2ND FLOOR LIGHTING PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E303	03-115469	BUILDINGC 1ST FLOOR LIGHTING PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E304	03-115469	BUILDINGC 2ND FLOOR LIGHTING PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E305	03-115469	BUILDINGD& BUILDINGE 1ST FLOOR LIGHTING PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E401A	03-115469	ENLARGED KITCHEN PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
E402	03-115469	BUILDINGB 2ND FLOOR POWER PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E406	03-115469	BUILDINGA& BUILDINGB ROOF POWER PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E408	03-115469	BUILDINGD& BUILDINGE ROOF POWER PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E501	03-115469	BUILDINGA& BUILDINGB 1ST FLOOR SIGNAL PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E502	03-115469	BUILDINGB 2ND FLOOR SIGNAL PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E503	03-115469	BUILDINGC 1ST FLOOR SIGNAL PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E504	03-115469	BUILDINGC 2ND FLOOR SIGNAL PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E505	03-115469	BUILDINGD& BUILDINGE 1ST FLOOR SIGNAL PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E601	03-115469	FA SYMBOL LIST, DETAILS& CODES	Prime Contract Document	Drawings Sheet	12/18/13	0
E602	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E603	03-115469	DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E604	03-115469	FA COMPONENTS, DETAILS& FA SEQUENCE OF OPERATION	Prime Contract Document	Drawings Sheet	12/18/13	0

E605	03-115469	FIRE ALARM RISER DIAGRAM	Prime Contract Document	Drawings Sheet	12/18/13	0
E606	03-115469	FA SCHEDULE, BATTERY CALCS,& DETAILS	Prime Contract Document	Drawings Sheet	12/18/13	0
E701	03-115469	BUILDINGA& BUILDINGB 1ST FLOOR FIRE ALARM PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E702	03-115469	BUILDINGB 2ND FLOOR FIRE ALARM PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E703	03-115469	BUILDINGC 1ST FLOOR FIRE ALARM PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E704	03-115469	BUILDINGC 2ND FLOOR FIRE ALARM PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
E705	03-115469	BUILDINGD& BUILDINGE 1ST FLOOR FIRE ALARM PLAN	Prime Contract Document	Drawings Sheet	12/18/13	0
PH301	03-115469	BUILDINGB MULTI-PURPOSE ROOM B101- PHOTOMETRICS	Prime Contract Document	Drawings Sheet	06/23/14	0
FST	03-115469	FOODSERVICE EQUIPMENT TITLE SHEET	Prime Contract Document	Drawings Sheet	06/23/14	0
FS0.1	03-115469	FOODSERVICE EQUIPMENT OVERALL PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
FS1	03-115469	FOODSERVICE EQUIPMENT FLOOR PLAN& SCHEDULE	Prime Contract Document	Drawings Sheet	06/23/14	0
FS2	03-115469	FOODSERVICE EQUIPMENT ELECTRICAL ROUGH-IN FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
FS3	03-115469	FOODSERVICE EQUIPMENT PLUMBING ROUGH-IN FLOOR PLAN	Prime Contract Document	Drawings Sheet	06/23/14	0
FS4	03-115469	FOODSERVICE EQUIPMENTELEVATIONS& SECTIONS	Prime Contract Document	Drawings Sheet	06/23/14	0
FS5	03-115469	FOODSERVICE EQUIPMENT DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
FS6.1	03-115469	FOODSERVICE EQUIPMENT EXHAUST HOOD	Prime Contract Document	Drawings Sheet	06/23/14	0
FS6.2	03-115469	FOODSERVICE EQUIPMENT EXHAUST HOOD	Prime Contract Document	Drawings Sheet	06/23/14	0
FS7	03-115469	FOODSERVICE EQUIPMENT SEISMIC DETAILS	Prime Contract Document	Drawings Sheet	06/23/14	0
TS01	03-115469	TOPOGRAPHIC SURVEY	Prime Contract Document	Drawings Sheet	ND	0
ADD #1	03-115469	Addendum #1 Cover Sheet	Prime Contract Document	Addendum	06/21/14	1
S003	03-115469	GENERAL NOTES	Prime Contract Document	Addendum	07/17/14	1
S102	03-115469	TYPICAL CONCRETE DETAILS	Prime Contract Document	Addendum	07/17/14	1
S103	03-115469	TYPICAL FOUNDATION CONC DETAILS	Prime Contract Document	Addendum	07/17/14	1
S105	03-115469	TYPICAL CMU DETAILS	Prime Contract Document	Addendum	07/17/14	1
S108	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/17/14	1

S111	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/17/14	1
S113	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/17/14	1
S201	03-115469	BUILDINGA&B FOUNDATION PLAN	Prime Contract Document	Addendum	07/17/14	1
S204	03-115469	OVERALL 2ND FLOOR FRAMING PLAN	Prime Contract Document	Addendum	07/17/14	1
S207	03-115469	OVERALL HIGH ROOF FRAMING PLAN	Prime Contract Document	Addendum	07/17/14	1
S503	03-115469	WALL ELEVATIONS	Prime Contract Document	Addendum	07/17/14	1
S601	03-115469	BUILDINGA-	Prime Contract Document	Addendum	07/17/14	1
S604	03-115469	BUILDINGB-	Prime Contract Document	Addendum	07/17/14	1
S605	03-115469	BUILDINGC-	Prime Contract Document	Addendum	07/17/14	1
S610	03-115469	BUILDING SECTIONS	Prime Contract Document	Addendum	07/17/14	1
S703	03-115469	SECTIONS AND DETAILS	Prime Contract Document	Addendum	07/17/14	1
S901	03-115469	BUILDINGB&C	Prime Contract Document	Addendum	07/17/14	1
S902	03-115469	STAIR DETAILS	Prime Contract Document	Addendum	07/17/14	1
ADD #2	Both No.	Addendum #2 Cover Sheet	Prime Contract Document	Addendum	07/24/14	2
01 1000	03-115799	SUMMARY	Prime Contract Document	Specification Section	07/24/14	2
01 2500	03-115799	SUBSTITUTION PROCEDURES	Prime Contract Document	Specification Section	07/24/14	2
01 3000	03-115799	ADMINISTRATIVE REQUIREMENTS	Prime Contract Document	Specification Section	07/24/14	2
01 3216	03-115799	CONSTRUCTION PROGRESS SCHEDULE	Prime Contract Document	Specification Section	07/24/14	2
01 3223	03-115799	SURVEY AND LAYOUT DATA	Prime Contract Document	Specification Section	07/24/14	2
01 4523	03-115799	TESTING AND INSPECTION	Prime Contract Document	Specification Section	07/24/14	2
01 5000	03-115799	TEMPORARY FACILITIES AND CONTROLS	Prime Contract Document	Specification Section	07/24/14	2
01 6000	03-115799	PRODUCT REQUIREMENTS	Prime Contract Document	Specification Section	07/24/14	2
01 7300	03-115799	EXECUTION	Prime Contract Document	Specification Section	07/24/14	2
01 7800	03-115799	CLOSEOUT SUBMITTALS	Prime Contract Document	Specification Section	07/24/14	2
02 4113	03-115799	SELECTIVE SITE DEMOLITION	Prime Contract Document	Specification Section	07/24/14	2
05 5213	03-115799	STEEL PIPE AND TUBE RAILINGS	Prime Contract Document	Specification Section	07/24/14	2

06 1000	03-115799	ROUGH CARPENTRY	Prime Contract Document	Specification Section	07/24/14	2
06 4100	03-115799	ARCHITECTURAL WOOD CASEWORK	Prime Contract Document	Specification Section	07/24/14	2
07 9005	03-115799	JOINT SEALERS	Prime Contract Document	Specification Section	07/24/14	2
08 1113	03-115799	HOLLOW METAL DOORS AND FRAMES	Prime Contract Document	Specification Section	07/24/14	2
08 1416	03-115799	FLUSH WOOD DOORS	Prime Contract Document	Specification Section	07/24/14	2
08 7100	03-115799	FINISH HARDWARE	Prime Contract Document	Specification Section	07/24/14	2
09 2116	03-115799	GYPSUM BOARD ASSEMBLIES	Prime Contract Document	Specification Section	07/24/14	2
09 6500	03-115799	RESILIENT FLOORING	Prime Contract Document	Specification Section	07/24/14	2
09 9000	03-115799	PAINTING	Prime Contract Document	Specification Section	07/24/14	2
10 1124	03-115799	Item #5: Tackable Wall Systems	Prime Contract Document	Specification Section	07/24/14	2
10 1400	03-115799	SIGNAGE	Prime Contract Document	Specification Section	07/24/14	2
10 2800	03-115799	RESTROOM ACCESSORIES	Prime Contract Document	Specification Section	07/24/14	2
26 0100	03-115799	BASIC MATERIALS AND METHODS	Prime Contract Document	Specification Section	07/24/14	2
26 0519	03-115799	WIRE AND CABLE-RATED 600 VOLT	Prime Contract Document	Specification Section	07/24/14	2
26 0526	03-115799	GROUNDING	Prime Contract Document	Specification Section	07/24/14	2
26 0533	03-115799	CONDUIT	Prime Contract Document	Specification Section	07/24/14	2
26 0534	03-115799	BOXES	Prime Contract Document	Specification Section	07/24/14	2
26 0553	03-115799	ELECTRICAL IDENTIFICATION	Prime Contract Document	Specification Section	07/24/14	2
28 3100	03-115799	FIRE ALARM SYSTEMS	Prime Contract Document	Specification Section	07/24/14	2
31 0000	03-115799	EARTHWORK	Prime Contract Document	Specification Section	07/24/14	2
31 1000	03-115799	SITE CLEARING	Prime Contract Document	Specification Section	07/24/14	2
32 1216	03-115799	ASPHALT PAVING	Prime Contract Document	Specification Section	07/24/14	2
32 1313	03-115799	CONCRETE PAVING	Prime Contract Document	Specification Section	07/24/14	2
32 1723	03-115799	PAVEMENT STRIPING AND MARKINGS	Prime Contract Document	Specification Section	07/24/14	2
32 1726	03-115799	ADA SURFACE APPLIED DETECTABLE TACTILE WARNING TILE	Prime Contract Document	Specification Section	07/24/14	2
32 3113	03-115799	CHAIN-LINK FENCES AND GATES	Prime Contract Document	Specification Section	07/24/14	2

33 1000	03-115799	WATER UTILITIES	Prime Contract Document	Specification Section	07/24/14	2
33 3000	03-115799	SANITARY SEWERAGE UTILITIES	Prime Contract Document	Specification Section	07/24/14	2
G001	03-115799	COVER SHEET- VOLUME1	Prime Contract Document	Drawings Sheet	07/08/14	2
G002	03-115799	ABBREVIATIONS SYMBOLS& GENERAL NOTES	Prime Contract Document	Drawings Sheet	07/08/14	2
G003	03-115799	SITE PLAN - Code Analysis	Prime Contract Document	Drawings Sheet	07/08/14	2
C001	03-115799	GRADING, DRAINAGE, SEWER& WATER PLAN	Prime Contract Document	Drawings Sheet	07/08/14	2
AD001	03-115799	DEMOLITION PLAN- OVERALL SITE	Prime Contract Document	Drawings Sheet	07/08/14	2
A001	03-115799	OVERALL SITE PLAN	Prime Contract Document	Drawings Sheet	07/08/14	2
A002	03-115799	ENLARGED SITE PLAN	Prime Contract Document	Drawings Sheet	07/08/14	2
A003	03-115799	ENLARGED SITE PLANS AND DETAILS	Prime Contract Document	Drawings Sheet	07/08/14	2
A004	03-115799	ENLARGED SITE PLANS AND DETAILS	Prime Contract Document	Drawings Sheet	07/08/14	2
A005	03-115799	ENLARGED SITE PLANS AND DETAILS	Prime Contract Document	Drawings Sheet	07/08/14	2
A401	03-115799	BUILDINGA& BUILDINGB- FIRST FLOOR REFLECTED CEILING PLAN	Prime Contract Document	Drawings Sheet	07/08/14	2
P001	03-115799	Plumbing Plans	Prime Contract Document	Drawings Sheet	07/08/14	2
E101	03-115799	SYMBOL LIST & NOTES	Prime Contract Document	Drawings Sheet	07/08/14	2
E102	03-115799	SYMBOL LIST& LIGHTING FIXTURE SCHEDULE DETAILS	Prime Contract Document	Drawings Sheet	07/08/14	2
E201	03-115799	ELECTRICAL SITE PLAN - Future work	Prime Contract Document	Drawings Sheet	07/08/14	2
E301	03-115799	ENLARGED ELECT. SITE PLAN - RELOS	Prime Contract Document	Drawings Sheet	07/08/14	2
E401	03-115799	RELOCATABLE - LIGHTING PLAN	Prime Contract Document	Drawings Sheet	07/08/14	2
A0	03-115799	Cover Sheet	Prime Contract Document	Drawings Sheet	07/08/14	2
A1.0	03-115799	Floor Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
A2.0	03-115799	Roof Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
A3.0	03-115799	Exterior Elevations	Prime Contract Document	Drawings Sheet	07/08/14	2
A4.0	03-115799	Interior Elevations	Prime Contract Document	Drawings Sheet	07/08/14	2
A5.0	03-115799	Finish Schedule	Prime Contract Document	Drawings Sheet	07/08/14	2
A6.0	03-115799	Typical Details	Prime Contract Document	Drawings Sheet	07/08/14	2

A6.0M	03-115799	Architectural Details	Prime Contract Document	Drawings Sheet	07/08/14	2
A6.1	03-115799	Typical Details	Prime Contract Document	Drawings Sheet	07/08/14	2
A6.1M	03-115799	Typical Details	Prime Contract Document	Drawings Sheet	07/08/14	2
A7.0	03-115799	Reflected Ceiling Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
A7.1	03-115799	Reflected Ceiling Detail	Prime Contract Document	Drawings Sheet	07/08/14	2
A8.0	03-115799	Specifications	Prime Contract Document	Drawings Sheet	07/08/14	2
A8.1	03-115799	Specifications	Prime Contract Document	Drawings Sheet	07/08/14	2
A8.2	03-115799	Specifications	Prime Contract Document	Drawings Sheet	07/08/14	2
E1.0	03-115799	Electrical Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
F1.0	03-115799	Foundation Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
F2.0	03-115799	Foundation Detail	Prime Contract Document	Drawings Sheet	07/08/14	2
M1.0	03-115799	Air Condition Floor Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
R1.0	03-115799	Ramp Plan/Elevation	Prime Contract Document	Drawings Sheet	07/08/14	2
R2.0	03-115799	Ramp/Stair Detail	Prime Contract Document	Drawings Sheet	07/08/14	2
S1.0	03-115799	Floor Framing Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
S1.2	03-115799	Floor Framing Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
S2.0	03-115799	Roof Framing Plan	Prime Contract Document	Drawings Sheet	07/08/14	2
S2.1	03-115799	Roof Framing Detail	Prime Contract Document	Drawings Sheet	07/08/14	2
S3.0	03-115799	Structural Elevation and Detail	Prime Contract Document	Drawings Sheet	07/08/14	2
S4.0	03-115799	Wall Framing	Prime Contract Document	Drawings Sheet	07/08/14	2
S4.0M	03-115799	Wall Framing	Prime Contract Document	Drawings Sheet	07/08/14	2
S5.0	03-115799	Framing Details	Prime Contract Document	Drawings Sheet	07/08/14	2
S5.0M	03-115799	Framing Details	Prime Contract Document	Drawings Sheet	07/08/14	2
S5.1	03-115799	Framing Elevations and Detail	Prime Contract Document	Drawings Sheet	07/08/14	2
S5.1M	03-115799	Wall Framing	Prime Contract Document	Drawings Sheet	07/08/14	2
RFI #01	03-115469	Flooring	Prime Contract Document	Additional Document	07/24/14	2

RFI #02	03-115469	Substitution Request	Prime Contract Document	Additional Document	07/24/14	2
RFI #03	03-115469	Existing Topo	Prime Contract Document	Additional Document	07/24/14	2
RFI #04	03-115469	Existing Topo	Prime Contract Document	Additional Document	07/24/14	2
RFI #05	03-115469	Door Schedule	Prime Contract Document	Additional Document	07/24/14	2
RFI #06	03-115469	Drywall	Prime Contract Document	Additional Document	07/24/14	2
RFI #07	03-115469	Flooring - VCT	Prime Contract Document	Additional Document	07/24/14	2
RFI #08	03-115469	SITE CONCRETE	Prime Contract Document	Additional Document	07/24/14	2
RFI #09	03-115469	Flooring	Prime Contract Document	Additional Document	07/24/14	2
RFI #10	03-115469	Window Covering	Prime Contract Document	Additional Document	07/24/14	2
RFI #11	03-115469	Electrical	Prime Contract Document	Additional Document	07/24/14	2
RFI #12	03-115469	Vinyl wall covering	Prime Contract Document	Additional Document	07/24/14	2
RFI #13	03-115469	Site Concrete	Prime Contract Document	Additional Document	07/24/14	2
RFI #14	03-115469	Concrete	Prime Contract Document	Additional Document	07/24/14	2
RFI #15	03-115469	Concrete	Prime Contract Document	Additional Document	07/24/14	2
RFI #16	03-115469	Casework	Prime Contract Document	Additional Document	07/24/14	2
RFI #17	03-115469	Doors	Prime Contract Document	Additional Document	07/24/14	2
RFI #18	03-115469	Doors	Prime Contract Document	Additional Document	07/24/14	2
RFI #19	03-115469	Aggregate for Concrete	Prime Contract Document	Additional Document	07/24/14	2
S104	03-115469	TYPICAL CMU DETAILS	Prime Contract Document	Addendum	07/24/14	2
S107	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2
S109	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2
S110	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2
S112	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2
S114	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2
S115	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2
S116	03-115469	TYPICAL WOOD DETAILS	Prime Contract Document	Addendum	07/24/14	2

S202	03-115469	BUILDINGC FOUNDATION PLAN	Prime Contract Document	Addendum	07/24/14	2
S203	03-115469	BUILDINGD&E FOUNDATION PLAN	Prime Contract Document	Addendum	07/24/14	2
S205	03-115469	BUILDINGB PLAN	Prime Contract Document	Addendum	07/24/14	2
S206	03-115469	BUILDINGC PLAN	Prime Contract Document	Addendum	07/24/14	2
S208	03-115469	BUILDINGA&B	Prime Contract Document	Addendum	07/24/14	2
S209	03-115469	BUILDINGC-	Prime Contract Document	Addendum	07/24/14	2
S210	03-115469	BUILDINGD&E FRAMING PLAN	Prime Contract Document	Addendum	07/24/14	2
S211	03-115469	TRASH ENCLOSURE FOUNDATION AND ROOF FRAMING PLANS	Prime Contract Document	Addendum	07/24/14	2
S504	03-115469	WALL ELEVATIONS	Prime Contract Document	Addendum	07/24/14	2
S608	03-115469	BUILDINGD-	Prime Contract Document	Addendum	07/24/14	2
S609	03-115469	BUILDINGE-	Prime Contract Document	Addendum	07/24/14	2
S701	03-115469	SECTIONS AND DETAILS	Prime Contract Document	Addendum	07/24/14	2
S702	03-115469	SECTIONS AND DETAILS	Prime Contract Document	Addendum	07/24/14	2
S704	03-115469	SECTIONS AND DETAILS	Prime Contract Document	Addendum	07/24/14	2
S705	03-115469	SECTIONS AND DETAILS	Prime Contract Document	Addendum	07/24/14	2
S706	03-115469	SECTIONS AND DETAILS	Prime Contract Document	Addendum	07/24/14	2
M401	03-115469	MECHANICAL DETAILS	Prime Contract Document	Addendum	07/24/14	2
AD2-P9	03-115469	Plumbing Isometrics	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P10	03-115469	Reference P105	Prime Contract Document	Architect Sketch	07/24/14	2
E101	03-115469	SYMBOL LIST	Prime Contract Document	Addendum	07/24/14	2
E102	03-115469	SYMBOL LIST& LIGHTING FIXTURE SCHEDULE	Prime Contract Document	Addendum	07/24/14	2
E103	03-115469	BLOCK DIAGRAMS	Prime Contract Document	Addendum	07/24/14	2
E104	03-115469	SINGLE LINE DIAGRAM	Prime Contract Document	Addendum	07/24/14	2
E105	03-115469	PANEL SCHEDULES	Prime Contract Document	Addendum	07/24/14	2
E106	03-115469	PANEL SCHEDULES	Prime Contract Document	Addendum	07/24/14	2
E107	03-115469	PANEL SCHEDULES	Prime Contract Document	Addendum	07/24/14	2

E113	03-115469	DIMMING SCHEDULE& DETAILS	Prime Contract Document	Addendum	07/24/14	2
E201	03-115469	ELECTRICAL SITE PLAN	Prime Contract Document	Addendum	07/24/14	2
E401	03-115469	BUILDINGA&B 1ST FLOOR POWER PLAN	Prime Contract Document	Addendum	07/24/14	2
E403	03-115469	BUILDINGC 1ST FLOOR POWER PLAN	Prime Contract Document	Addendum	07/24/14	2
E404	03-115469	BUILDINGC 2ND FLOOR POWER PLAN	Prime Contract Document	Addendum	07/24/14	2
E405	03-115469	BUILDINGD&E 1ST FLOOR POWER PLAN	Prime Contract Document	Addendum	07/24/14	2
E407	03-115469	BUILDINGC ROOF POWER PLAN	Prime Contract Document	Addendum	07/24/14	2
E409	03-115469	ENLARGED POWER& SIGNAL PLANS	Prime Contract Document	Addendum	07/24/14	2
GC-01	03-115469	Item #2: General Conditions	Prime Contract Document	Additional Document	07/24/14	2
09 9000-I3	03-115469	Item #3: PAINTING AND COATING	Prime Contract Document	Specification Section	07/24/14	2
09 9000-I4	03-115469	Item #4: PAINTING AND COATING	Prime Contract Document	Specification Section	07/24/14	2
26 2413-r1	03-115469	Item #6: Service Switchboards and Distributions Sections	Prime Contract Document	Specification Section	07/24/14	2
26 2416-r1	03-115469	Item #7: Panelboards	Prime Contract Document	Specification Section	07/24/14	2
26 2713-r1	03-115469	Items #8: Service Entrance	Prime Contract Document	Specification Section	07/24/14	2
ASB-01	03-115469	Asbestos, Lead-Based Paint and Hazardous Materials Inspection report	Prime Contract Document	Additional Document	01/01/14	2
GeoTech-01	03-115469	Response to Engineering Geology and Seismology Review	Prime Contract Document	Soils Report	01/24/14	2
AD2-A1	03-115469	Floor Finish at A102 Reception	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-A2	03-115469	Floor Finish Line at Building E	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-C1	03-115469	Storm Water Treatment System	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-C2	03-115469	Storm Water Treatment System	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-C3	03-115469	Infil Tration Section	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-M1	03-115469	Reference M101	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-M2	03-115469	Reference M102	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P1	03-115469	Reference P105	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P2	03-115469	Reference P104	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P3	03-115469	Reference P104	Prime Contract Document	Architect Sketch	07/24/14	2

AD2-P4	03-115469	Reference P104	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P5	03-115469	Reference P203	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P6	03-115469	Reference P303	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P7	03-115469	Reference P105	Prime Contract Document	Architect Sketch	07/24/14	2
AD2-P8	03-115469	Reference P105	Prime Contract Document	Architect Sketch	07/24/14	2

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 06-01-16

- Study Session _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items X
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Resolution #15-42, Calling a November 8, 2016 General Obligation Bond Election (Morales/Cline)

The administration recommends placing a General Obligation bond measure on the November 8, 2016 ballot in order to address facilities needs at specific school sites and throughout the District identified in the District's Facilities Master Plan. A voter opinion survey conducted by CFW, Inc. confirmed a sufficient level of support among registered voters in the District. Resolution #15-42 calling a November 8, 2016 General Obligation Bond Election is hereby presented to the Board of Trustees.

FISCAL IMPACT

The District will be authorized to sell \$142,500,000 in General Obligation bonds over time to finance the construction, modernization, and acquisition of school facilities throughout the District identified in the Resolution and consistent with the District's Facilities Master Plan. The bond proceeds can also qualify the District for matching new construction and modernization State grants in an additional amount of approximately \$71 Million. Funds cannot be used for operating expenditures including employee and teacher salaries.

RECOMMENDATION

It is recommended that the Board of Trustees approve Resolution #15-42 Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with Other Elections Occurring on November 8, 2016.

ADDITIONAL MATERIAL

- Resolution #15-42 Ordering An Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with Other Elections Occurring on November 8, 2016 (12 pages)

DISTRICT GOAL(S)

- *Goal 1 – All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities*
- *Goal 3 - Adopt and Implement a Comprehensive Facilities Program that Inspires Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites*

RESOLUTION NO. 15-42

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2016

WHEREAS, the Oxnard School District (the "District") is committed to providing quality education to its students; and

WHEREAS, District facilities need repairs, upgrades, modernization and expansion in order to provide the education District students deserve in a safe and modern environment; and

WHEREAS, a local funding source is needed to enable the District to provide said facilities for its present and future students; and

WHEREAS, the Board of Trustees of the District (the "Board") has determined that it is necessary to address the foregoing concerns, among others, to ensure that its schools are upgraded, repaired, improved and equipped; and

WHEREAS, on November 7, 2000, the voters of the State of California approved Proposition 39 ("Proposition 39"), which amended Articles XIII A of the California Constitution ("Article XIII A") to allow for the levy of *ad valorem* property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

WHEREAS, upon the passage of Proposition 39, the Strict Accountability in Local School Construction Bonds Act of 2000, being California Education Code Section 15264 and following (the "Act"), became operative; and

WHEREAS, in order to address the facilities needs of the District as described herein, in the judgment of the Board, it is advisable to call an election pursuant to the Act to submit to the electors of the District the question whether bonds of the District shall be issued and sold pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIII A (together with the Act, the "Law") for the purposes authorized by the Law and as described in Appendix A hereto (the "Full Text of Bond Measure"); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

WHEREAS, the Board desires to call an election in the District pursuant to the Law on November 8, 2016, which is the date of the statewide general election, and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and

to request the Ventura County Registrar of Voters (the "County Registrar") to perform election services for the District;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of \$142,500,000 for the purposes described in the ballot measure approved under Section 3 and attached hereto as Appendix A (Full Text of Bond Measure) and Appendix B (Abbreviated Text of Bond Measure), and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 2. Election Date. The date of the election shall be November 8, 2016, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District's last election.

Section 3. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, a full copy of which is attached hereto as Appendix A (the "Full Text of the Measure"), containing the question of whether the District shall issue general obligation bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading "FULL TEXT OF BOND MEASURE" and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the County elections official. As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Appendix B ("Abbreviated Form of Bond Measure"). The President of the Board and the Superintendent are hereby separately authorized and directed to make any changes to the text of the measure as described herein to conform to any requirements of the Law or the County Registrar.

Section 4. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 5. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 6. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the

Act, and Government Code Section 53410, in the event 55 percent of the voters voting in the District approve of the Bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;
- (d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 7. Statement Regarding State Matching Funds. The District anticipates that matching funds from the State of California, if available, may be required to complete some of the projects identified in Appendix A. As required pursuant to Education Code Section 15122.5, the following statement shall appear on the ballot: "Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure."

Section 8. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) County Registrar, and (2) the Ventura County Clerk of the Board of Supervisors (the "Clerk of the Board") for purposes of consolidation pursuant to Elections Code Section 10403. The Resolution shall be received by the County Registrar and the Clerk of the Board no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto.

Section 9. Consolidation of Election; Request to Provide Services. The County Registrar and the Ventura County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 8, 2016 within the District. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Ventura County is requested to permit the County Registrar to render all services specified by Section 10418

of the Elections Code relating to the election, for which services the District agrees to reimburse Ventura County in full from District general funds upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 10. Ballot Arguments; Tax Rate Statement. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. In addition, pursuant to Elections Code Section 9401, a tax rate statement must be prepared and filed with the County Registrar and included in the sample ballot. The President of the Board, the Superintendent or any written designee of the foregoing, are hereby authorized to finalize and execute a tax rate statement pursuant to Elections Code 9401, or any other document required with respect to the election, and to perform all acts necessary to place the bond measure on the ballot.

Section 11. Maturity Limit of Bonds. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 12. Effective Date. This resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Oxnard School District of Ventura County, being the Board authorized by law to make the designations therein contained by the following vote, on June 1, 2016.

Adopted by the following votes: *[4 'yes' votes required for adoption]*

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board

Attest:

Clerk of the Board

APPENDIX A

FULL TEXT OF BOND MEASURE

INTRODUCTION

To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?

BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, the District will be authorized to issue and sell bonds of up to \$142,500,000 in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The Board of Trustees has identified detailed facilities needs of the District and has determined which projects would be financed from a local bond. The Board of Trustees hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens' Oversight Committee. Following approval of this measure, the Board of Trustees will establish an Independent Citizens' Oversight Committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board of Trustees.

Performance Audits. The Board of Trustees will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The Board of Trustees will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Ventura County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of Trustees of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

BOND PROJECT LIST

As required by the California Constitution, the proceeds from the sale of the bonds will be used for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for teacher and employee salaries and other school operating expenses. The Governing Board of Oxnard School District hereby certifies that it has evaluated the safety, class-size reduction, and information technology needs of the District in developing this list of school facilities projects

Proceeds from the sale of the bonds in conjunction with other funds including prior bond proceeds, as well as anticipated State aid, will be utilized to continue the District's school construction and improvement program.

The following projects are the types of projects to be financed with voter-approved bond proceeds. Specific examples included on this list are not intended to limit the generality of the broader types of projects described and authorized by this measure.

District Wide Projects

- Acquire land, construct classrooms and support facilities for the construction or expansion of existing and future school sites and perform necessary site preparation or restoration in connection with new construction, renovation or remodeling
- Construct, reconfigure, or modernize classrooms and support facilities to support the implementation of the District's educational programs
- Upgrade technology infrastructure including electrical wiring, wireless antennas, connectivity improvements, and necessary network infrastructure improvements throughout the District
- To fund student and classroom technology including programmed replacements over time throughout the District
- To fund deferred maintenance projects, including repairs pursuant to Ed. Code 17582 et. Seq.
- Construct, modernize, and reconfigure classrooms and support facilities to support future grade reconfigurations of existing facilities
- Upgrade electrical and network infrastructure to support student and classroom technology throughout the District
- Upgrade, repair, and replace HVAC, utility, and energy systems in order to reduce operating costs throughout the District
- Furnish and equip school facilities
- Address unforeseen conditions revealed by construction/modernization (e.g., plumbing or gas line breaks, dry rot, seismic, structural, etc.)
- Perform necessary site preparation/restoration in connection with new construction, renovation or remodeling
- Provide the local match for eligible State grants
- Lease of real property for school facilities including the acquisition of title to real property through the payment and prepayment of lease payments.

Existing Grade 6-8 Middle School Facilities Projects

Frank Middle, Haydock Middle, and Fremont Middle

- Remove portable classrooms and construct, modernize, or reconfigure permanent classrooms to support the implementation of the District's educational program
- Construct, modernize, and reconfigure new and existing library/media centers, multipurpose rooms and cafeterias

- Upgrade fields and landscaping and install new equipment and hard courts
- Provide the local match for eligible State grants

Haydock Middle and Fremont Middle

- Construct, modernize, or reconfigure gyms, athletic and support facilities, parking lots and drop-off areas and lunch areas/shelters

Existing Grade K-5 Facilities Projects

Brekke Elementary, Marina West Elementary, McAuliffe Elementary, McKinna Elementary, Ramona Elementary, Ritchen Elementary, Rose Avenue Elementary, Sierra Linda Elementary

- Remove portable classrooms and construct, modernize, or reconfigure permanent classrooms to support the implementation of the District’s educational program
- Construct, reconstruct, modernize, or reconfigure new and existing multipurpose rooms, cafeterias, and support facilities
- Construct, reconstruct, modernize, and reconfigure new and existing library/media centers
- Construct, modernize, and reconfigure student support, program support, and administrative spaces
- Upgrade fields and landscaping and install new play equipment and hard courts
- Provide the local match for eligible State grants

Existing Grade K-8 Facilities Projects

Chavez Elementary, Curren Elementary, Driffill Elementary, Kamala Elementary

- Remove portable classrooms and construct, modernize, or reconfigure permanent classrooms to support the implementation of the District’s educational program
- Construct, reconstruct, modernize, or reconfigure new and existing multipurpose rooms, cafeterias, and support facilities
- Upgrade fields and landscaping and install new play equipment and hard courts
- Provide the local match for eligible State grants

Curren Elementary, Kamala Elementary

- Construct, modernize, and reconfigure new and existing library/media centers and administrative spaces

Each of the bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs incidental but directly related to the specific projects described above. Examples of such costs include, but are not limited to: costs of design, engineering, architect and other professional services, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

The scope and nature of any of the specific projects described above may be altered by the District as required by unforeseen conditions that may arise during the course of design and construction. In the event that a modernization or renovation project will result in higher costs than relocation and construction, this bond measure authorizes land acquisition, relocation and reconstruction, and all costs relating thereto, for said reasons or based on other considerations deemed in the best interest of the District by the Board of Trustees.

Approval of the District's bond measure does not guarantee that all of the identified projects within this Bond Project List will be funded beyond what can be completed with local funds generated by the bond measure. The District plans to pursue funds from the State of California, if available, to complete certain of the identified facilities projects. In addition, the issuance of bonds pursuant to this measure depends in part on the assessed valuation of properties in the District and as a result issuance may require approval from the State Department of Education for a waiver of bonding capacity.

The order in which school facilities projects are listed in the Project List does not suggest an order of priority. Project priorities will be determined by the Board of Trustees. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE*

To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?

Bonds—Yes

Bonds—No

**As required pursuant to Education Code Section 5322 and Elections Code Section 13247.*

APPENDIX C

OXNARD SCHOOL DISTRICT Tax Rate Statement For Bond Measure “_” Election To Be Held November 8, 2016

An election will be held in Oxnard School District (the “District”) on November 8, 2016 to authorize the sale of One Hundred Forty-Two Million Five Hundred Thousand Dollars (\$142,500,000) in general obligation bonds to finance the school facilities described in the measure. If authorized and sold, the principal and interest will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is submitted in compliance with Section 9400-9404 of the California Elections Code.

1. The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$0.018 per \$100 (\$18 per \$100,000) of assessed valuation in fiscal year 2017-18.
2. The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$0.030 per \$100 (\$30 per \$100,000) of assessed valuation in fiscal year 2032-33.
3. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$0.030 per \$100 (\$30 per \$100,000) of assessed valuation.
4. The best estimate from official sources of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold will be approximately \$478,680,000.

These estimates are based on best estimates and projections derived from information obtained from official sources, upon experience within the District, and other demonstrable factors. The actual tax rates and the years in which they will apply may vary depending on the timing of bond sales, the amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the needs of the District. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined in the assessment and the equalization process.

Dated: _____, 2016

Dr. Cesar Morales
Superintendent
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **6/1/16**

- Study Session: _____
- Closed Session: _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the 2015-18 EDUCATOR EFFECTIVENESS GRANT (Freeman)

Assembly Bill 104, Section 58 (Ch.13/2015) as amended by SB 103, Sec. 8 (Ch. 324/2015) provides for the Educator Effectiveness (EE) Grant. EE funds may be used to provide funding to county offices of education, school districts and charter schools to provide beginning teacher and administrator support and mentoring, professional development, coaching and support services for teachers identified as needing improvement or additional support, professional development for teachers and administrators aligned to the state standards, and to promote educator quality and effectiveness.

FISCAL IMPACT:

The Educator Effectiveness Fund is based on an equal amount of funding per certificated Full Time Employee (FTE) as reported in CALPADS during the 2014-2015 fiscal year. The 2015-2016 calculated funding rate is approximately \$1466 per certificated FTE. The amount available for professional development is \$1,319,679.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees approves the 2015-18 Educator Effectiveness Grant previously presented at the May 4th, 2016 Board meeting.

ADDITIONAL MATERIAL(S):

None

BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **6/1/16**

- Study Session: _____
- Closed Session: _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Reports/Discussion Items (no action) X
- F. Board Policies 1st Reading _____ 2nd Reading _____

DLI Consultant Report (Freeman)

Consultant Rosa Molina of the Association of Two-way & Dual Language Education will provide an overview of work she has accomplished with the District.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees accept the report as presented.

ADDITIONAL MATERIAL(S):

None



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2016

(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	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	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: 12-09-15

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