

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 #12 REGULAR BOARD MEETING

Wednesday, March 2, 2016

5:00 p.m. Study Session

Closed Session To Follow

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

***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 &
Verizon FIOS - Channel 37



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. Andres Duran, Principal of McAuliffe School, will introduce Alyssa Ruiz, 2nd grader in Ms. Dorianne Riggs’ 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 Alyssa Ruiz, 2nd grader in Ms. Dorianne Riggs’ class and Fred K. Arthur, 3rd grader in Ms. Theresa Romero’s class.

A.4 Presentation by McAuliffe School

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

A.5 Recognition of Fremont Mathletes (Superintendent)

The Board of Trustees will recognize the Fremont Mathletes who took First Place in School Competition at the Saint Bonaventure High School 30th Annual Math Contest 2016. They will also recognize those students that competed in the individual section of the Contest.

Moved:
Seconded:
Vote:

A.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.7 Study Session – Report on District Apps and ParentLink Apps (Freeman/Mitchell)

The Board of Trustees will receive a report on the District’s new implementation of a District Wide Apps and ParentLink Apps.

A.8 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.9 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation: 1 case
 - Ventura County Superior Court Case No.: 56-2015-00463438-CL-BC-VTA

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

Section A
PRELIMINARY
(continued)

A.9 Closed Session (continued)

2. 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

3. 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
 - Public Employee(s) Reassignment/Appointment:
 - Public Employee(s) Non Re-Elects

A.10 Reconvene to Open Session

7:00 PM

A.11 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.

A.12 Introduction of New Administrator(s) (Dr. Morales)

Administration will introduce the following new administrator(s) to the Oxnard School District and/or employees to new positions to the Board of Trustees:

- Ms. Pavan Bhatia, Director of Facilities

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 – Regarding Sunshine of the Oxnard Supportive Services Association’s (OSSA) and the Oxnard School District’s (District) Initial Proposals for 2016-2017 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

This being the date noticed, the Board of Trustees will hold a public hearing to sunshine the Oxnard Supportive Services Association’s (OSSA) and the Oxnard School District’s Initial Proposals for 2016-2017 Negotiations. The parties plan to negotiate the following articles:

- Article 5: Work Calendar
- Article 6: Duty Hours
- Article 11: Leave Provisions
- Article 16: Salaries
- Article 17: Professional Growth
- Article 18: Fringe Benefits
- Article 22: Term

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

Following this public hearing, it is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

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 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 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #15-157 with Parent Institute for Quality Education (PIQE), to provide additional parent training course at Haydock Middle School, April 12, 2016 through June 7, 2016; original agreement \$5,500.00, Amendment #1 is for \$5,500.00, total agreement is for \$11,000.00, to be paid with School Site Funds – English Learners; 	Freeman/ Bond
<ul style="list-style-type: none"> ▪ #15-189 with Achieve Now, to conduct two (2) assemblies at Ramona School supporting site focused strand of environmental science; amount not to exceed \$2,490.00, to be paid with School Site Funds – Targeted; 	Freeman/ Elisondo
<ul style="list-style-type: none"> ▪ #15-190 with Ronald Ritchhart with Harvard’s Project Zero, to provide up to ten (10) teacher workshops for educators from the three (3) middle school academies; amount not to exceed \$35,000.00 inclusive of travel & workshop expenses, to be paid with MSAP Grant Funds; 	Freeman/ West
<ul style="list-style-type: none"> ▪ #15-191 with Channel Islands Lions Club, to provide free eye exams and/or glasses to students in the Oxnard School District who meet the requirements of not having vision insurance; no cost to the District; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-192 with Focus on the Masters, to provide multi-lesson, sequential art program for middle school students at Frank Middle School; amount not to exceed \$900.00, to be paid with MSAP Grant Funds; 	Freeman/ West
<ul style="list-style-type: none"> ▪ #15-193 with Kids & Families Together, to provide education-support services for Kinship families to enhance their understanding, skills and ability for meeting the needs of the kinship/foster populations in Ventura County; March 3, 2016 through June 30, 2017; at no cost to the District; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-194 with Oxnard School District Education Foundation, to implement a program for music instruction in K-5th Grade at Elm School, March 10, 2016 through May 26, 2016; amount not to exceed \$5,400.00, to be paid with Title I Funds - \$4,644.00 and Title III Funds - \$756.00; 	Freeman/ Ramos
<ul style="list-style-type: none"> ▪ #15-195 with Oxnard School District Education Foundation, to implement a program for music instruction in K-5th Grade at Rose Avenue School, March 7, 2016 through June 17, 2016; amount not to exceed \$1,560.00, to be paid with School Site Funds – Targeted; 	Freeman/ Coletti
<ul style="list-style-type: none"> ▪ #15-197 with AE Group Mechanical Engineers Inc., to provide structural, electrical, mechanical and civil professional services including construction support for the installation of a new CNG Bus Repair facility and the renovation of the existing Transportation building; amount not to exceed \$140,350.00, to be paid with Deferred Maintenance One-Time Funds. 	Cline/ Cross

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements

It is recommended that the Board ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #15-179 with Assistance League School, to provide nonpublic school services for TK Student FB110110 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$5,600.00, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #15-180 with Assistance League School, to provide nonpublic school services for TK Student NV010312 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$7,850.00, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #15-181 with Casa Pacifica School, to provide nonpublic school services for Student DM032403 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$20,944.00, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #15-182 with Assistance League School, to provide nonpublic school services for K Student SO042610 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$6,400.00, to be paid with Special Education Funds. 	Freeman/ Sugden

C.3 Participation per Public Contract Code §20118 – Oxnard School District for the Purchase and/or Lease of Modular Classroom & Toilet Buildings

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve participation with the Franklin-McKinley School District Bid for the purchase and/or lease of Modular Classroom & Toilet Buildings, for the performance term of the Franklin-McKinley School District's agreement; any fees incurred will be charged to end user's budget.	Dept/School Cline/ Franz
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C.4 Participation per Public Contract Code §20118 – Oxnard School District for the Purchase of Standard School Supplies

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve participation with the Los Angeles County Office of Education Bid #14-15-1543 for the purchase of Standard School Supplies, for the performance term of the Los Angeles County Office of Education's agreement; any fees incurred will be charged to end user's budget.	Dept/School Cline/ Franz
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C.5 Enrollment Report

Attached for the Board's information is the district's enrollment reports for December 2015 and January 2016.	Dept/School Cline
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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.6 *Ratification of Work Authorization Letter #004 for Surveying Services at the Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-126 with MNS Engineers, Inc.*

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #004 for surveying services at the Proposed New Middle School Academy per Master Agreement #13-126 with MNS Engineers, Inc.; for a lump sum fixed fee of \$1,080.00, to be paid with Measure "R" Bond Funds coded under 6140 – Surveying Fees.	Dept/School Cline/ CFW, Inc.
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C.7 *Establish/Abolish/Reduce/Increase Hours of Positions*

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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C.8 *Personnel Actions*

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch
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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 D
ACTION ITEMS**

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

D.1 Approval of Agreement #15-196 – Caldwell Flores Winters, Inc. (Dr. Morales/Cline)

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #15-196 with Caldwell Flores Winters, Inc., to undertake a scientific, random sample opinion survey to identify voter support for planned district improvements; amount not to exceed \$22,500.00, to be paid with General Funds.

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

ROLL CALL VOTE:

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

D.2 Consideration and Approval of Amendment #002 to Agreement #12-231 for SVA Architects –Lemonwood School Reconstruction (Cline/CFW, Inc.)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #002 to Agreement #12-231 with SVA Architects to complete additional services for the Lemonwood School Reconstruction Project for additional architectural and engineering services to provide revised plans for the Kitchen re-design; amount not to exceed \$28,490.00, to be paid with Measure “R” Bond Funds.

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

ROLL CALL VOTE:

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

D.3 Approval of Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8 (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the revised job descriptions, as described.

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

ROLL CALL VOTE:

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

D.4 Reduction In Force: Reduction of Services (Vaca)

It is recommended that the Board adopt Resolution #15-27 Reduction or Discontinuance of Particular Kinds of Services due to the ending of the MSAP Grant and the reorganization of the Educational Services Department.

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**

(continued)

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

D.5 Consideration and Approval of Agreements #15-198, #15-199, #15-200 Between the Oxnard School District and Swinerton Builders To Provide Lease-Leaseback Construction Services for the Lemonwood E.S. Reconstruction Project (Dr. Morales/Cline/CFW, Inc.)

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 approve the Lease-Leaseback Agreements #15-198, #15-199, and #15-200, with Swinerton Builders to provide Construction Services related to the Reconstruction of Lemonwood K-8 School, under the Measure “R” Program utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

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

The Lease-Leaseback Agreements provide for the construction of a new K-8 School at Lemonwood as reflected in the SVA Architectural plans approved by DSA as No. 03-116026, for a total Guaranteed Maximum Price (GMP) of \$29,575,897.91; this amount includes a GMP Contingency of \$747,709.00. The Agreements will be funded using Measure “R” funds and, if available, State Aid reimbursements and will be cost coded to Lemonwood E.S. Reconstruction Object Code 06270 – Main Construction Costs.

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 Measure R Bond Oversight Committee Annual Report (Cline)

The Board of Trustees will receive a presentation on the Bond Oversight Committee's third annual report, per Proposition 39 requirements.

E.2 Cal200 Settlement Agreement Report (Freeman)

The Board of Trustees will receive a report on the Oxnard School District's compliance with the Cal200 Settlement Agreement.

**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 considered at this meeting.

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

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**

OXNARD SCHOOL DISTRICT APP



DISTRICT GOAL TWO: IMPROVE COMMUNICATION WITH PARENTS, COMMUNITY AND STAFF

OBJECTIVES:

- 2.1 DEVELOP A STRATEGIC COMMUNICATION PLAN ENSURING THAT ALL SEGMENTS OF THE DISTRICT'S STAKEHOLDERS ARE REACHED.**
- 2.2 PROMOTE SCHOOL SITE ACCOMPLISHMENTS AND PROGRAMS.**
- 2.3 ENSURE PARENT PARTICIPATION IN SCHOOL AND DISTRICT MEETINGS, ADVISORY COMMITTEES AND SCHOOL SITE COUNCILS.**
- 2.4 DEVELOP FEEDBACK LOOP OPPORTUNITIES FOR PARENTS, COMMUNITY AND STAFF.**
- 2.5 CONTINUE TO IMPLEMENT CULTURAL PROFICIENCY TRAINING AND SUPPORT DISTRICTWIDE.**
- 2.6 DEVELOP PLAN TO IMPROVE CUSTOMER SERVICE DISTRICTWIDE,**

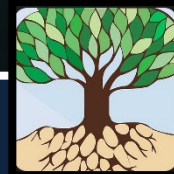
OXNARD SCHOOL DISTRICT MASTER PLAN

2.2.2 FUTURE DEPLOYMENT AND INTEGRATION

“THE PROGRAM TEAM CONTINUES TO DEDICATE ITS ATTENTION TO INTEGRATING ALL DEVICES INTO THE ACADEMIC PROGRAM AS WELL AS IMPROVING THE UTILIZATION OF THE DISTRICT’S SYSTEMS VIA A “PORTAL” SOLUTION.....TO INTEGRATE THIRD PARTY FUNCTION..... CONSOLIDATED INTO A STUDENT DASHBOARD....EXPLORE OPTIONS THAT BEST POSITION THE DISTRICT TO TAKE ADVANTAGE OF THESE TOOLS USING AN APPROACH THAT IS EFFICIENT WITH BOTH COST AND DISTRICT STAFF TIME....”

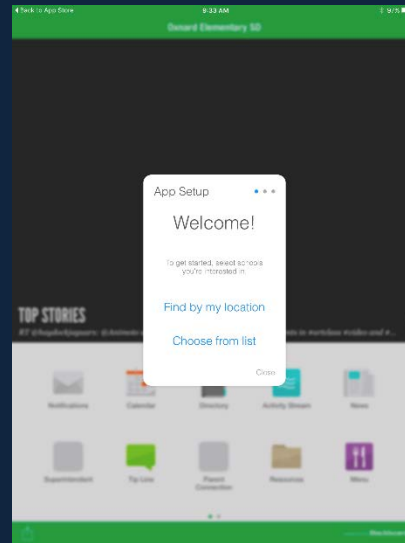
(OXNARD SCHOOL DISTRICT – JUNE 2015 SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE)

IOS & ANDROID COMPATIBLE



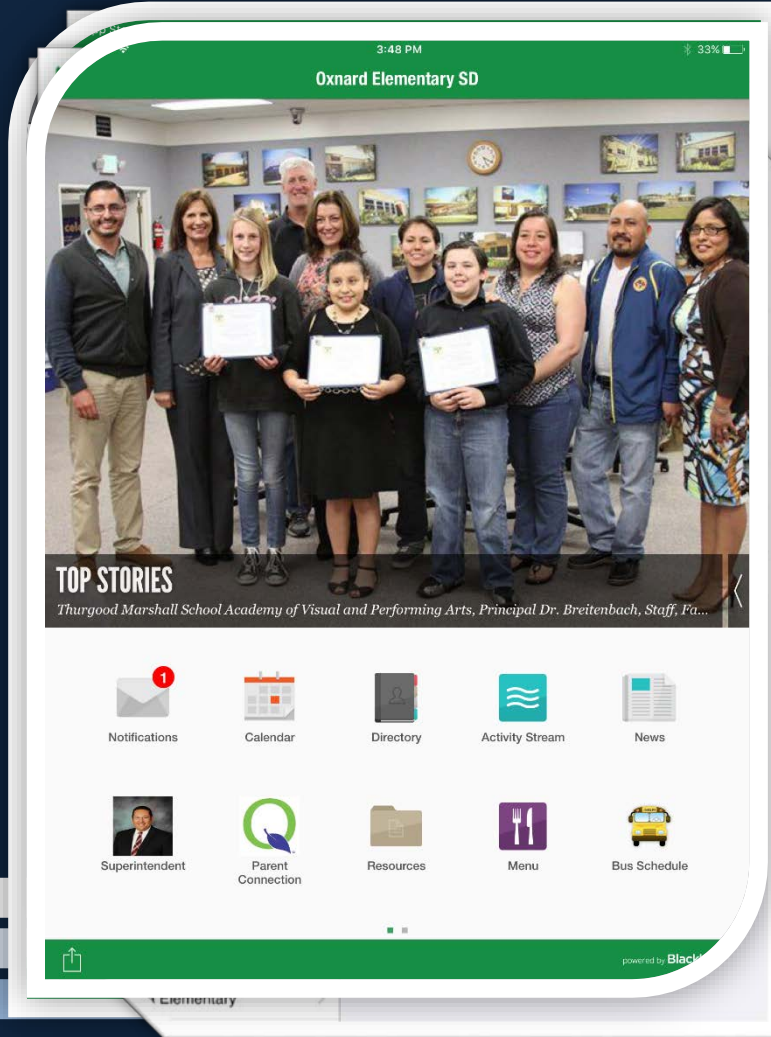
Oxnard
Elementary SD
Blackboard Inc.

+ OPEN



COMMUNICATION

- English & Spanish
- Push Notification
- Directory
- Calendar (2.3)
- Resources



PROMOTING OXNARD APP



We've added one last thing to your school supplies.
(Don't worry, it's free.)

New



Download the official Oxnard School District app today for access to your school's news, calendars, push notifications, and much more!

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 App Store



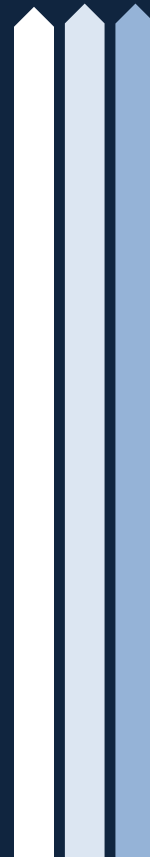


UPCOMING FEATURES

- Anonymous TipLine (Safety, Feedback)
- Links to Training Resources & Opportunities
- Parent/Student Portal (Parent Connection)

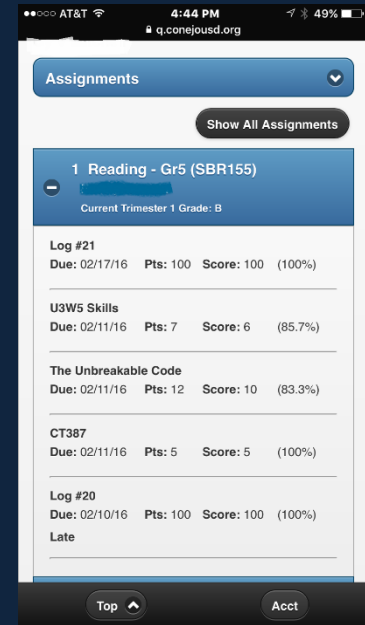
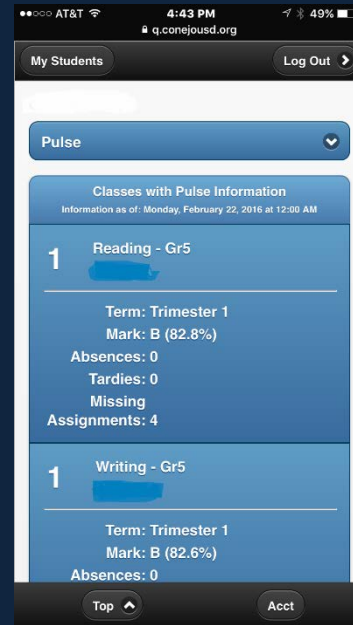
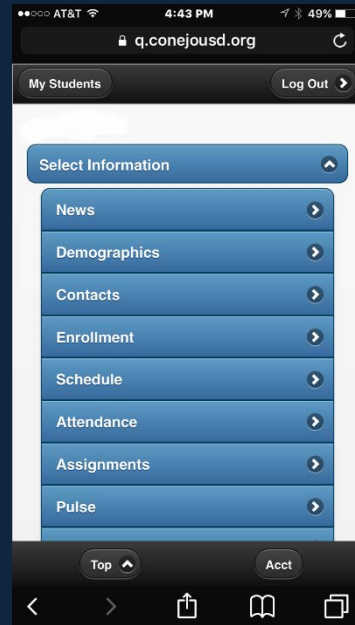
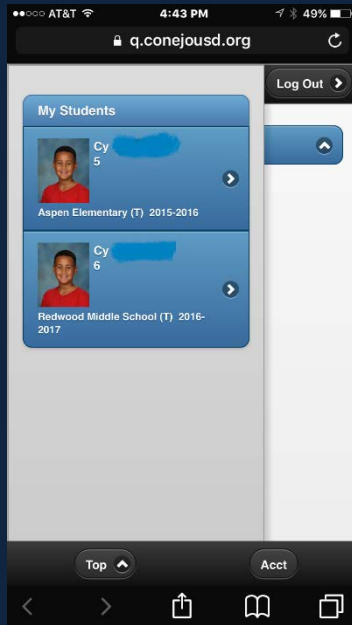


ParentConnection





PARENT CONNECTION





BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **March 2, 2016**

Closed Session: _____

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

Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2016-2017 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a Public Hearing before the parties meet to negotiate the items listed below:

- Article 5 Work Calendar
- Article 6 Duty Hours
- Article 11 Leave Provisions
- Article 16 Salaries
- Article 17 Professional Growth
- Article 18 Fringe Benefits
- Article 22 Term

FISCAL IMPACT:

None.

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources and Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2016-17 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 2/5/16 (1 page)
- Letter to OSSA President dated 2/5/16 (1 page)
- District's Initial Bargaining Proposals to OSSA for 2016-17 (1 page)
- Letter dated 2/3/16 from OSSA President to the District (2 pages)
- Notice of Public Hearing dated 2/19/16 (1 page)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

February 5, 2016

Veronica Robles-Solis, President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2016-17

Dear President Robles-Solis,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, Certificated HR
Dr. Liam Joyce, Principal
Janet Penanhoat, Director, Budget and Finance
Amelia Sugden, Director, Special Education
Nadia Villapudua, Manager, Special Education

Pursuant to Article 22, Term, in the current OSD/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 5 (Work Calendar), Article 11 (Leave Provisions), Article 17 (Professional Growth), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the February 17, 2016 Board agenda with the Public Hearing to be scheduled for March 2, 2016. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

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February 5, 2016

Ms. Brenda Muth
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2016-17

Dear Ms. Muth,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, HR
Dr. Liam Joyce, Principal
Janet Penanhoat, Director, Budget and Finance
Amelia Sugden, Director, Special Education
Nadia Villapudua, Manager, Special Education

Pursuant to Article 22, Term, in the current OSD/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 5 (Work Calendar), Article 11 (Leave Provisions), Article 17, (Professional Growth), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the February 17, 2016 Board agenda with the Public Hearing to be scheduled for March 2, 2016. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp
Enclosure



OXNARD SCHOOL DISTRICT

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Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2016-17

Interest Based Problem Solving Proposals

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 5 Work Calendar

- The District seeks to enter into discussions regarding the OSSA Work Calendar.

Article 11 Leave Provisions

- The District seeks to enter into discussions regarding the OSSA Leave Provisions.

Article 17 Professional Growth

- The District seeks to enter into discussions regarding the OSSA Professional Growth.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 22 Term

- The District seeks to enter into discussions regarding Term.



February 3, 2016

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2016-2017 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Joanne Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Alison Raigoza, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association wishes to open the following articles:

Article 5 Work Calendar – The Association seeks to discuss Work Calendar.

Article 6 Duty Hours - The Association seeks to discuss Duty Hours.

Article 16 - The Association seeks to discuss the salary schedule.

Article 22 - Term

Sincerely,

Brenda K. Muth

Brenda Muth, President

Oxnard Supportive Services Association



OXNARD SCHOOL DISTRICT

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NOTICE OF PUBLIC HEARING

February 19, 2016

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, March 2, 2016 at 7:00 p.m. in the Board Room of the Educational Services Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, California to Sunshine the Oxnard Supportive Services Association's (**OSSA**) and the Oxnard School District's Initial Proposals for 2016-17 Negotiations, pursuant to Govt. Code Section 3547.

By: Dr. Jesus Vaca
Assistant Superintendent
Human Resources & Support Services
(805) 385-1501, ext. 2050

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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

Approval of Amendment #1 to Agreement/MOU #15-157 – Parent Institute for Quality Education (PIQE) (Freeman/Bond)

At the Board meeting of November 4, 2015, the Board of Trustees approved Agreement #15-157 with the Parent Institute for Quality Education to provide a Parent Training Course at Haydock Middle School in the amount of \$5,500.00.

Amendment #1 in the amount of \$5,500.00 is to cover an increase in services for Haydock Middle School, bringing the total contract amount to \$11,000.00. Parent attendance has increased and the added funds will allow an additional 50 parents to attend training.

FISCAL IMPACT:

\$5,500.00 – School Site Funds - EL

RECOMMENDATION:

It is the recommendation of the Principal, Haydock Middle School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Amendment #1 to Agreement/MOU #15-157 with Parent Institute for Quality Education.

ADDITIONAL MATERIAL:

Attached: Amendment #1, Parent Institute for Quality Education (1 Page)
Agreement/MOU #15-157, Parent Institute for Quality Education (5 Pages)

AMENDMENT #1 TO AGREEMENT #15-157
Parent Institute for Quality Education

At the Board meeting of November 4, 2015, the Board of Trustees approved Agreement #15-157 with the Parent Institute for Quality Education to provide a Parent Training Course at Haydock Middle School in the amount of \$5,500.00.

Amendment #1 in the amount of \$5,500.00 is to cover an increase in services for Haydock Middle School, bringing the total contract amount to \$11,000.00. Parent attendance has increased and the added funds will allow an additional 50 parents to attend training.

**PARENT INSTITUTE FOR
QUALITY EDUCATION:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

Date



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Dr. Edd Bond, School Principal
From: Susana Gonzalez, Associate Director
Date: September 15, 2015

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Haydock Intermediate School agree as follow:

RECITALS

A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

Matching Funds: Every school is matched with a private foundation funds or / CSU funds that helps pay for the program. After matching each school with a foundation the District pays the fee minus the portion paid by the foundation.

- B. Location: Haydock Intermediate School
- C. Period of Performance: April 12, 2016 – June 7, 2016
- D. Compensation:

1. The school agrees to pay a flat fee of \$5,500.00 for the implementation of the PIQE program. The flat fee covers the cost of two instructors during a single time frame and material for a maximum of 50 parents. In addition, a fee of \$110.00 will be accrued for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 50 parent maximum. Initials JE

~~2. Schools interested in opening an additional class in a language other than Spanish will need to meet a 15 percent minimum and will agree to pay \$110.00 per parent graduate. \$1,650.00. Initials _____~~

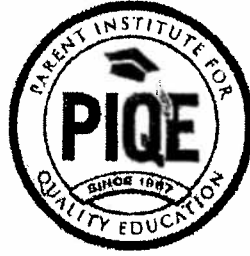
School funding from: _____

In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Haydock Intermediate School under the terms and conditions noted.

Lisa A. Franz 11-16-15
 Principal Lisa A. Franz, Director, Date
 Purchasing

Maria Elena Meraz 9/15/2015
 Maria Elena Meraz, Executive Director PIQE Date



Partnership Agreement

Parent Institute for Quality Education and Haydock Intermediate School

This partnership agreement confirms agreement between Parent Institute for Quality Education Tax Id# 33-0259359 and Haydock Intermediate School

Vision: with early intervention, parental involvement, and community support, college is possible for every student.

Goal: To create and support a viable plan through a collaborative partnership to increase the number of students Who historically are underrepresented and ineligible to enter a four-year college or university.

The Parent Institute for Quality Education objective is to enhance the educational achievement and reduce the dropout rate of minority children by building strong parental involvement in their children's educational process at home and by forging a working partnership with the school. The Parent Institute offers a nine-week course to parents of low-income, ethnically diverse backgrounds of Elementary, Middle and High School age children. The topics of study are as follows: The topics of study are as follows:

ELEMENTARY SCHOOL CURRICULUM

ESTABLISHING THE COLLABORATION BETWEEN HOME, SCHOOL AND COMMUNITY
FOSTERING SELF ESTEEM AND ACADEMIC ACHIEVEMENT
RELATING POSITIVE DISCIPLINE WITH ACADEMIC ACHIEVEMENT
REVIEWING ACADEMIC STANDARDS AND PREPARING FOR THE TEACHER CONFERENCE
ACQUIRING A BETTRE UNDERSTANDING OF THE SCHOOL SYSTEM
BECOMING FAMILIAR WITH COLLEGE REQUIREMENTS

ELEMENTARY SCHOOL CURRICULUM 2ND PHASE

UNDERSTANDING THE ENVIRONMENT SORROUNDING OUR CHILDREN
SELF-ESTEEM AND ITS RELATION TO EMOTIONAL INTELLIGENCE
THE IMPORTANCE OF VALUES
THE IMPORTANCE OF DEVELOPING A POSITIVE IDENTITY
DEVELOPING THE LOVE OF LEARNING
ELEMENTARY SCHOOL: THE FOUNDATION FOR ACADEMIC SUCCESS

MIDDLE SCHOOL CURRICULUM

SUPPORTING THE ACADEMIC ACHIEVEMENT OF ADOLESCENTS THROUGH THEIR CHANGES
CONNECTING ACADEMIC SUCCESS AND POSITIVE SELF-ESTEEM
OVERCOMING OBSTACLES TO ACADEMIC SUCCESS
MOTIVATING TEENAGERS TO READ
REVIEWING KEY ACADEMIC CONCEPTS
PREPARING TO MEET UNIVERSITY ADMISSION REQUIREMENTS

MIDDLE SCHOOL CURRICULUM 2ND PHASE

PROVIDING FAMILY AND SOCIAL SUPPORT TO ADOLESCENTS
SUPPORTING YOUTH IN DECISION MAKING THROUGH POSITIVE COMMUNICATION
THE DEVELOPMENT OF EMOTIONSL INTELLIGENCE
STUDY HABITS AND INTELLIGENCE
MIDDLE SHOOL: THE BRIDGE TO HIGH SCHOOL
PREPARING STUDENTS FOR HIGHER EDUCATION

HIGH SCHOOL CURRICULUM

UNDERSTANDING THE HIGH SCHOOL SYSTEM
IDENTIFYING THE CLASSES THAT FORM PART OF THE A-G REQUIREMENTS
RECOGNIZING THE IMPORTANCE OF THE GRADE POINT AVERAGE (GPA)
OTHER IMPORTANT REQUIREMENTS AND PROGRAMS
DISCUSSING HIGHER EDUCATION OPTIONS
IDENTIFYING THE DIFFERENT FINANCIAL AID OPTIONS

HIGH SCHOOL CURRICULUM 2ND PHASE

BENEFITS OF ATTENDING COLLEGE
EXPLORING CARRER OPTIONS
EMOTIONAL INTELLIGENCE AND STUDENT SUCCESS
MAPPING THE ROAD TO COLLEGE
FINDING THE RIGHT COLLEGE
DISCUSSING FINANCIAL AID OPTIONS

Now Anything is Possible!

825 Colorado Blvd Suite 228 Los Angeles, CA 90041

Telephone: 323.255.2575 Fax: 323.255.5120

www.piqe.org

Amount to be paid:

1. The school agrees to pay a flat fee of \$5500.00 for the implementation of the PIQE program. The flat fee covers the cost of two instructors during a single time frame and material for a maximum of 50 parents. In addition, a fee of \$110.00 will be accrued for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 50 parent maximum. Initials JAF

~~2. Schools interested in opening an additional class in a language other than Spanish will meet a 15 parent minimum and will agree to pay \$110.00 per parent graduate. \$1650.00 Initials _____~~

Matching Funds: Every school is matched with a private foundation funds or / CSU funds that helps pay for the program. After matching each school with a foundation the District pays the fee minus the portion paid by the foundation.

This agreement shall begin **April 12, 2016** and remain in full force until **June 7, 2016**
Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

SIGNATURES

Haydock Intermediate School

Name: Lisa A. Franz Title: Director, Purchasing
Signature: *Lisa A. Franz* Date: 11-16-15

Parent Institute for Quality Education

Name: Marja Elena Meraz Title: Executive Director
Signature: *Marja Elena Meraz* Date: 9/15/2015

Now Anything is Possible!

825 Colorado Blvd Suite 228 Los Angeles, CA 90041
Telephone: 323.255.2575 Fax: 323.255.5120
www.piqe.org



CERTIFICATE OF LIABILITY INSURANCE

PAREN-1

OP ID: AU

DATE (MM/DD/YYYY)
09/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Partners of the West Ins Serv RWW Insurance Services, Inc. 9820 Willow Creek Road, #350 San Diego, CA 92131 Ronald W. Wilson	CONTACT NAME: Ronald W. Wilson	
	PHONE (A/C, No, Ext): 858-578-5200	FAX (A/C, No): 858-578-5699
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Security National Insurance Co		19879
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1084093	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
Proof of insurance

CERTIFICATE HOLDER Oxnard School District Attn: Contract Administration 1051 South "A" Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

PAREN-1 OP ID: AU

DATE (MM/DD/YYYY)

06/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Partners of the West Ins Serv RWV Insurance Services, Inc. 9820 Willow Creek Road, #350 San Diego, CA 92131 Ronald W. Wilson	CONTACT NAME: Ronald W. Wilson PHONE (A/C, No. Ext): 858-578-5200 FAX (A/C, No.): 858-578-5699 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Parent Institute for Quality Education Attn: Sara Gongora 22 W 35th St National City, CA 91950	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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

INSTR	TYPE OF INSURANCE	ADDL SUBS (RES / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1341390	06/10/2015	06/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1341390	06/10/2015	06/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB600784	06/10/2015	06/10/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Empl Dishonesty		PHPK1341390	06/10/2015	06/10/2016	Limit: 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER

OXNARDS

Oxnard School District
Attn: Contract Administration
1051 South "A" Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald W. Wilson

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 #15-189 – Achieve Now (Freeman/Elisondo)

Achieve Now will conduct two (2) assemblies supporting site focused strand of environmental science during our Earth Day/Week. The first assembly will be held during the school day and the second will be held in the evening for a hands-on Family Science Night.

FISCAL IMPACT:

Total cost not to exceed \$2,490.00 – School Site Funds-Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Ramona School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-189 with Achieve Now in the amount not to exceed \$2,490.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-189, Achieve Now (13 Pages)
Invoice #16-0427, Achieve Now (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-189

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 2nd day of March, 2016 by and between the Oxnard School District (“District”) and Achieve Now (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **March 3, 2016** through **April 30, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Two Thousand Four Hundred Ninety Dollars (\$2,490.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Achieve Now
12703 Oakthorn Lane
La Mirada, CA 90638
Attention: Rich Blagden
Phone: (562) 713.5000
Fax:

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

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

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

26. **Administration.** **MARY ARIAS ELISONDO** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

ACHIEVE NOW:

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 #15-189

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-189

SERVICES

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

***SEE ATTACHED INVOICE #16-0427**

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

***SEE ATTACHED INVOICE #16-0427**

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.	
C.	
D.	

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 #15-189

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-189

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$2,490.00

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 \$2,490.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-189

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:

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

Not Project Related

Project #15-189

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 #15-189

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-189

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Achieve Science

I N V O I C E

Bill To: Ramona Elementary School
804 Cooper Road
Oxnard, CA 93030
(805) 385-1569 x6907
Leah Panthier
lpanthier@oxnardsd.org

Please make check payable to: **Achieve Now**

Date	Invoice Order	Consultant	Terms	Federal I.D.
10-13-15	16-0427	Rich Blagden	COD	20-5069756

Quantity	Item	Description	Total	
2	Assembly	"Excite Assembly"- Wednesday, April 27, 2016	\$1,195	
		Assembly times to be determined		
		"Family Science Night" - 60 minutes	\$1,295	
		6:00 - 7:00 PM		
		No deposit required - No recording devices		
		Balance due at conclusion of event		
			Subtotal	\$2,490
			Balance	\$2,490

Thank you for reserving a science program!

**I look forward to visiting to
Ramona Elementary School!**

La Mirada, CA 90638
Email: sales@achievescience.com

Phone: 562 713-5000
Web site: achievescience.com



CERTIFICATE OF LIABILITY INSURANCE

KMW
R001DATE (MM/DD/YYYY)
1/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
AUTO CLUB INSURANCE AGENCY LLC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	
253682 P: (866) 467-8730 F: (888) 443-6112		FAX (A/C, No): (888) 443-6112	
PO BOX 33015		E-MAIL ADDRESS:	
SAN ANTONIO TX 78265		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
		INSURER A: Sentinel Ins Co LTD	
		11000	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

RICH BLAGDEN DBA ACHIEVE NOW
12703 OAKTHORN LN
LA MIRADA CA 90638

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISSR	SUBR WED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			72 SBM AH8018	01/27/2016	01/27/2017	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/POP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEC: RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 S A ST
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

Yac Yaillo

POLICY NUMBER: 72 SBM AH8018



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
1400 E JANSS RD
THOUSAND OAKS, CA 91362

VISTA UNIFIED SCHOOL DISTRICT
1234 ARCADIA AVE
VISTA CA 92084

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
3985 BEAR ST
COSTA MESA, CA 92626

BALDWIN PARK UNIFIED SCHOOL DISTRICT
3699 N HOLLY AVE
BALDWIN PARK, CA 91706

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
31350 RANCHO VISTA ROAD
TEMECULA, CA 92592

BONITA UNIFIED SCHOOL DISTRICT
TITS BOARD OF EDUCATION, AGENTS,
EMPLOYEES AND VOLUNTEERS
115 W ALLEN AVE
SAN DIMAS, CA 91773

OXNARD SCHOOL DISTRICT
1051 S A ST
OXNARD, CA 93030

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 #15-190 – Ronald Ritchhart (Freeman/West)

Facilitator, Ronald Ritchhart, with Harvard's Project Zero will provide up to ten (10) teacher workshops for Oxnard School District educators from the three (3) middle school academies. Each workshop will have space available for up to forty (40) educators. His presentation will focus on promoting engagement, understanding and independence for all learners through the use of visible thinking strategies. The District's Magnet Schools Assistance Program will provide each teacher participant with a copy of Ronald Ritchhart's book entitled *Making Thinking Visible*. The training will take place at offsite locations through the term of the agreement.

FISCAL IMPACT:

Total cost not to exceed \$35,000.00 (*inclusive of travel & workshop expenses*) – MSAP

RECOMMENDATION:

It is the recommendation of the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-190 with Ronald Ritchhart in the amount not to exceed \$35,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-190, Ronald Ritchhart (1 Page)

**AGREEMENT #15-190 BETWEEN
RONALD RITCHHART AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAINING
IN MSAP OBJECTIVES FOR VISIBLE THINKING STRATEGIES**

The scope of this document is to define the roles and responsibilities of **Ronald Ritchhart, facilitator, and the Oxnard School District (OSD)**. The purpose of this agreement is to provide MSAP academy educators with training and support regarding the implementation of the visible thinking strategies objective within the STEAM Academy Programs.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District (OSD) and Ronald Ritchhart** will work together toward training Oxnard STEAM Academy educators in promoting engagement, understanding and independence for all learners through the use of visible thinking strategies. Both the agency and facilitator, according to their defined roles, agree to participate in coordinating, providing and financing the following service for the purpose of this agreement.

1. **Ronald Ritchhart agrees to:**
 - a. Provide teacher training workshops for up to 40 educators from the three (3) OSD middle school academies.
 - b. Total program costs not to exceed \$35,000.00 for professional development.
 - c. Ronald Ritchhart is solely responsible for his conduct, manner and actions in presentation of materials under this Contract.

2. **Oxnard School District MSAP funded STEAM Academies agrees to:**
 - a. Pay an amount not to exceed \$35,000.00 for the Visible Thinking Routines Workshops which will take place during the remainder of the 2015-2016 school year and 2016-2017 school year. The price of this series includes consultant travel and accommodations.
 - b. Provide an offsite location for said training.
 - c. Provide LCD monitor and sound system set up.
 - d. Provide participants, when relevant, with a copy of Ronald Ritchhart's book entitled Making Thinking Visible.

Oxnard School District will monitor this agreement to oversee implementation of said workshops. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented March 3, 2016 – June 30, 2017.

OXNARD SCHOOL DISTRICT:

RONALD RITCHHART:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Ronald Ritchhart, Facilitator
Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 #15-191 – Channel Islands Lions Club (Freeman/Ridge)

The purpose of the Agreement/MOU is to establish and maintain a provision of service relationship between the Oxnard School District and Channel Islands Lions Club. Channel Islands Lions Club agrees to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-191 with the Channel Islands Lions Club.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-191, Channel Islands Lions Club (2 Pages)
Lions Vision Coverage Criteria (1 Page)

MEMORANDUM OF UNDERSTANDING #15-191

Channel Islands Lions Club

This Memorandum of Understanding (MOU) is entered into by and between Channel Islands Lions Club and the Oxnard School District.

Purpose: The purpose of the MOU is to establish and maintain a provision of service relationship between two parties, The Oxnard School District and Channel Island Lions Club. Channel Islands Lions Club agrees to provide free eye exams and or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance.

Term: The term of this MOU shall commence March 3, 2016 and shall terminate March 3, 2017.

Compensation: The Oxnard School District **will not be charged for the services provided by Channel Island Lions Club**.

Description of Services:

A. Oxnard School District agrees to the following:

1. Verify the student has no vision insurance.
2. Provide a coordinator at each school site.
3. Provide vision referrals by phone.
4. Assist family in coordinating the eye exam appointment.

B. Channel Islands Lions Club agrees to the following:

1. Work with school representative on eye exams and glasses referrals.
2. Authorize for student to receive free eye exams and glasses.

3. Refer to Doctor who accepts Channel Islands Lions Club referrals.
4. Agrees to ably with HIPPA compliance.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

CHANNEL ISLANDS LIONS CLUB:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Howard W. Rowe, Sight Chairman
Typed Name/Title

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

Date



We Serve Because We Care

Channel Islands Lions Club

Oxnard, California 93030

LIONS VISION COVERAGE CRITERIA:

1. Child or other client must reside in the Oxnard/Port Hueneme area.\
2. She or he must be needy and have no MediCal or Medicaid coverage for eye exams and /or glasses.
3. Child or adult client representative must do a careful evaluation of child or adult client then receive authorization from the Lions Sight Chairman, H. Wayne Rowe 486-9534 for eye exam and/or glasses.
4. After authorization is made voucher(s) for eye exam and/or glasses with the child or adult client name will be faxed by the Sight Chairman to Dr. Christian Wilson, 4051 East Main Street. Ventura.
5. Child or adult client representative is responsible for arranging transportation to, and making the appointment with Dr. Wilson 4051 East Main Street, Phone 650-8406 (across from K-Mart).
6. If the child or adult client has had a prescription for glasses within the last year an appointment with Eyeglass Factory 642-2222 for "glasses only" must be made by the representative. The Eyeglass Factory is next door to Dr. Wilson and a voucher will be sent to them by the Sight Chairman prior to the appointment being made
7. Service will usually only be provided for needy children, adult needy and homeless, and general relief individuals with a legitimate need for glasses (for school, work or for obtaining work). Other needs will be addressed by the Sight Chairman and are subject to Lions fund availability. These funds are limited by monies raised by Lions in community projects.

H. Wayne Rowe
H. Wayne Rowe
Sight Chairman

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 #15-192 – Focus on the Masters (Freeman/West)

Focus on the Masters instructor Aimee French will provide *Learning To See (LTS)* residencies of one (1) lesson for eight (8) weeks provided by Focus on the Masters (FOTM) *Learning To See Outreach*. This is a multi-lesson, sequential art program for elementary and middle school students, integrating arts education and school curricula with an emphasis on critical thinking, innovation and tolerance. These learning techniques benefit the students beyond the art class and enhance their capacity to learn. Lessons will be up to 60 minutes in length and will take place at Frank Middle School for two (2) classes, and supplies are provided by the instructor but are limited to a \$50 budget per residency.

FISCAL IMPACT:

Not to exceed \$900.00 – MSAP

RECOMMENDATION:

It is the recommendation of the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-192 with Focus on the Masters.

ADDITIONAL MATERIALS:

Attached: Agreement #15-192, Focus on the Masters (1 Page)
Proposal (2 Pages)



A Fine Arts Experience for Youth

·Provided by Focus on the Masters·

CONTRACT #15-192 between FOTM and Frank Middle School

Contract Number	LTS239	For	2 residencies- 8 weeks each
Date of Contract	March 2, 2016	Ms. Storey Ms. Aanerud	Period 7 Period 8
School/Institution	Frank Intermediate		Spring 2016
Responsible Party	Frank Intermediate		Dates TBD
Contact Person/Teacher	Doug DuBois		
LTS Instructor	Aimee French	Phone #	(805)653-2501
LTS Fee	\$450 each	Total charge	\$900.00

This is an agreement for services hereafter described and subject to the following items and conditions:

1. DESCRIPTION OF SERVICES: 2 *Learning To See* (LTS) residencies of one lesson for eight (8) weeks provided by Focus on the Masters' *Learning To See* Outreach Program.

2. INSTITUTION RESPONSIBILITIES:

- ◆ Sign, date and return this contract to FOTM. Please submit payment for invoice provided upon receipt.
- ◆ An institution's staff member will be present in the classroom at all times.
- ◆ A computer, projector and white screen will be set up for each lesson **prior to the arrival of the LTS instructor.**
- ◆ If the host teacher needs to reschedule a class after the schedule has been agreed upon between FOTM and your institution, the LTS instructor will make every effort to reschedule, but may be unable to reschedule a class due to calendar conflict.

3. LTS INSTRUCTOR RESPONSIBILITIES:

- ◆ Lessons will be up to 60 minutes in length.
- ◆ Supplies are provided, limited to a \$50 budget per residency.
- ◆ If the LTS instructor is unable to attend due to illness or emergency and cannot arrange for a substitute LTS teacher, the LTS instructor will notify the school or institution as soon as possible and will reschedule the class at a mutually agreed upon date and time.

Please sign and return this contract upon receipt to:

Aimee French, Education Coordinator · FOTM ·
505 Poli St. Suite 405, Ventura, California 93001 · Ph: 805/653-2501

I have read and agree with the above information.

Lisa A. Franz, Director, Purchasing

Name of authorized INSTITUTION representative

Signature

Date

Aimee French, Education Coordinator

Name of authorized FOTM representative

Signature

Date

 1/22/2016

____ Accounting copy

____ School copy

____ File copy

Focus on the Masters

Learning To See Outreach

8-Lesson Program Proposal for Frank Middle School

Program Description

Learning To See (LTS) Outreach is a unique, multi-lesson, cross-curricular art program for at-risk elementary and middle school youth, with an emphasis on critical thinking, innovation and diversity. Our lessons differ from other art programs in that they stem from the inspiration of the artwork and life stories of extraordinary Ventura County artists. This framework provides our youth present day role models who have excelled in pursuit of their passions.

LTS is founded in the disciplines of creativity, observation, construction and reflection, nurturing visual literacy and each student's confidence in his or her own unique expression. Each lesson is carefully crafted to support the education standards, providing real world applications to math, science, history and language arts. With an emphasis on experiential learning, the students reap the rewards of creativity and concentrated endeavor. Our program purposely gives students the time, space and freedom to dig into their own true nature and practice creativity, rather than follow a formulaic recipe. These learning techniques benefit the student beyond the art class and enhance their capacity to learn.

A residency is for 8 weeks, one hour per week and includes instructor and all supplies.

Cost: \$450 per residency

Our program is taught by professional artists who have extensive educational experience, enabling the student to have a deeper understanding of the art making process.

Lesson Descriptions

1. Technical Drawing/Drafting - learning how to use the tools of technical drawing to communicate and develop an invention
 - a. Materials – t-square, triangles, drafting pencils
 - b. Inspired by – local dyslexic inventor and philanthropist, Jordan Laby
2. Origami Math Genius – cut and folded paper sculpture that shows how one body of knowledge (science) is embodied in another (art)
 - a. Materials – card stock, scissors
 - b. Inspired by – Bijian Fan, artist and fluid dynamics expert with a Ph.D. in mechanical engineering
3. Contour Line Drawing and Value Drawing – examining the biology of jellies and other sea creatures through drawing
 - a. Materials – drawing pencils
 - b. Inspired by – various Focus on the Masters documented artists
4. Reimagining Bus Home – miniature versions of the sculpture at Pacific View Mall
 - a. Materials – aluminum, foam, staplers
 - b. Inspired by – Dennis Oppenheim, sculptor
5. Biodiversity - what it means, and how an artist visually articulates it
 - a. Materials – oil pastels, watercolor paper
 - b. Inspired by – Hiroko Yoshimoto, whose lifelong love of nature has driven her to articulate her concern for our current environment.

6. Sea Creatures - using recycled plastic water bottles and other recycled materials with an emphasis on the need to keep trash out of the ocean.
 - a. Materials – recycled plastic water bottles and other plastics, sculpture wire, yarn
 - b. Inspired by – Tom McMillin – environmental/kinetic artist, and Gerri McMillin – weaver. Both of these artists are avid sailors and use their love of the sea as inspiration in their art.
7. Spinning Sound and Art – study of spinning tops, the patterns and sounds they make and how that is translated into a visual and musical experience.
 - a. Materials – mixed media
 - b. Inspired by – Tom Jenkins, who creates kinetic and sound sculptures, and uses them to draw the basic lines of his paintings.
8. Continuation of week 7 – creating a drawing from the spinning tops

Board Agenda Item

NAME OF CONTRIBUTOR: Robin Freeman

DATE OF MEETING: 3/2/16

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 #15-193 – Kids & Families Together (Freeman/Ridge)

This agreement/MOU explains and confirms roles, responsibilities, and collaboration between the Oxnard School District and Kids and Families Together (K&FT). It describes the development and implementation of Community Coalitions focused on Kinship Families; families who are caring for related children and youth. This group is to be known as the “Kinship Community Coalition”.

The agreement/MOU further explains the types of services K&FT will provide school aged children and children ages prenatal to five year olds and their families. Services are at no cost to the Oxnard School District and no cost for Oxnard School District families.

Term of Agreement: March 3, 2016 through June 30, 2017

FISCAL IMPACT:

No fiscal impact to the Oxnard School District.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-193 with Kids & Families Together.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-193, Kids & Families Together (3 Pages)
Certificate of Insurance (2 Pages)



KIDS & FAMILIES TOGETHER

Memorandum of Understanding

Kids & Families Together

And

Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Kids & Families Together (K&FT) the Oxnard School District.

Purpose: Kids & Families Together (K&FT) education-support services focused on Kinship Families; families who care for related children and youth. This agreement explains and confirms any role and responsibilities and the types of services to be provided as a result of this MOU.

Term: The term of this MOU shall commence March 03, 2016 and shall terminate June 30, 2017.

Compensation: The Oxnard School District **will not be charged for the services provided by:** Kids & Families Together (K&FT)

Description of Services of the Kinship Support Services Program:

The Kinship Support Services Program (KSSP) will provide education-support services for Kinship families to enhance their understanding, skills and ability for meeting the needs of the kinship/foster populations in Ventura County. KSSP will be tasked with providing specialized training to foster parents, kinship relative caregivers, and peer partner & educators. Identify countywide unmet needs of kinship caregivers and the children/youth for whom they care for. Identifying and referring kinship/foster families to a peer partner & educator. Community resource and referrals, including informing foster and kinship relative caregivers of the iFoster kinship navigator a Ventura County Collaborative to serve as a virtual

resource portal in helping to connect kinship/foster families to resources and improve child and caregiver well-being.

Kids & Families Together (K&FT) agrees to the following:

1. Outreach to kinship families for the purpose of identifying new families that have been underrepresented and underserved.

Oxnard School District:

1. Be involved in the creation of a local network of resources directed at the needs of Kinship Relative Caregivers.


Agreements and Responsibilities:

1. Make appropriate referrals of families who Oxnard School District believes to be in need of the services and resources provided by the Kids & Families Together Kinship Support Services Program (KSSP.)
2. Accept referrals from Kids & Families Together Kinship children / youth that could benefit from the resources and services of the Outreach Specialist and Counselors.
3. Permit Kids & Families Together Kinship to have intermittent or regularly scheduled access to space in designated area for meeting with individual Kinship Caretakers. Use of space for such purposes will require a separate Oxnard School District use of facilities form.
4. Permit Kids & Families Together Kinship to coordinate with the Director of Pupil Services the availability and access to space in designated areas in at school sites for support group meeting with Kinship Caretakers for regularly scheduled support group meetings.
5. Certificate of Liability Insurance naming the Oxnard School District as an additional assures party for such space utilization purposes, liability and worker's compensation, will be provided by Kids & Families Together.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

Kids & Families Together:



Signature

David Friedlander, CEO

Kids & Families Together

Oxnard School District:



Signature

Lisa Franz

Director of Purchasing

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.

3. Additional Premium: **Included**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 #15-194 – Oxnard School District Education Foundation (Freeman/Ramos)

The agreement formalizes the implementation of a program for music instruction in K-5th Grade at Elm School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 10 weeks of music lessons on Thursdays in the classrooms.

Term of the agreement: **March 10, 2016 to May 26, 2016**

FISCAL IMPACT:

\$5,400.00 - (Title I - \$4,644.00 & Title III - \$756.00)

RECOMMENDATION:

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-194 with the Oxnard School District Education Foundation.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-194, Oxnard School District Education Foundation (2 Pages)
 Certificate of Insurance (2 Pages)

MEMORANDUM OF UNDERSTANDING

Oxnard School District
and
Oxnard School District Education Foundation
Agreement #15-194

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (District), and Oxnard School District Education Foundation (OSDEF).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

District and OSDEF will work together to continue the program for music instruction in Grades TK –5th grade at Elm K-5 School. OSDEF, through their sub-committee Oxnard Music Advocacy Group (OMAG) will provide the services.

Services under this agreement include:

- a) Ten (10) weeks of continued music lessons to be taught by the OMAG Music Team in grades K-5th, March 10 through May 26, 2016
- b) Lessons will be provided weekly on Thursdays, 8:00 AM – 2:10 PM.
- c) Three (3) OMAP Music Consultants will conduct lessons in the individual classrooms.

Sessions will continue to expand on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisation, reading musical notation. The goal is to prepare students to join future school choral and instrumental programs being planned for the Fall 2016.

Elm School is funding this activity through site funding up to the amount of \$5,400.00.

TERM: The term of this MOU shall commence March 10, 2016 through May 26, 2016.

A. District agrees to:

1. Fund salaries for the period of this agreement in an amount not to exceed \$5,400.00
 - 10 weeks x 6 hours/week x 3 teachers x \$30/hour \$5,400.00
2. Provide the facilities for the music lessons.
3. Provide access to the students according to the schedule agreed upon.
4. Provide support and assistance during lessons, including, but not limited to student conduct.
5. Classroom teacher will be present during the course of each music lesson taught by the consultants.
6. Permit access to the school facility for OSDEF/OMAG members for the purpose of program oversight.
7. Provide a space to store musical instruments & theatrical props on school site.

B. OSDEF agrees to:

1. Purchase General Liability, Improper Sexual Contact, and Workman’s Comp insurance at the required coverage levels, and provide OSD with a Certificate of Insurance, naming the Oxnard School District as “Additional Insured”. Maintain coverage throughout the term of this MOU.
2. Invoice District on a monthly basis for contracted services, for the period of this agreement in an amount not to exceed \$5,400.00.
3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
4. Provide oversight and assessment of consultants.
5. Consultants will provide a curriculum of instruction.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

**OXNARD SCHOOL DISTRICT
EDUCATION FOUNDATION:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Susan (Sue) Odgers, President
Type Name/Title

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

Date



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

Laubacher Insurance Agency
P.O. Box 31
Oxnard, CA 93032

POLICY NUMBER: 2015-38376- NPO

RENEWAL OF NUMBER: 2014-38376-NPO

NAME OF INSURED AND MAILING ADDRESS:

Oxnard Elementary School District Educational Foundation
P.O. Box 623
Oxnard, CA 93032

POLICY PERIOD: FROM 1/1/2015 TO 1/1/2016
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Fundraising for Oxnard School District programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

PREMIUM

Table with 3 columns: Limit Description, Amount, Premium. Includes General Aggregate Limit (\$2,000,000) and Each Claim Limit (\$1,000,000).

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

TOTAL PREMIUM: \$735

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE: NIAC-E57 02 12, NIAC-ISCET 06 09.

COUNTERSIGNED:

BY [Signature] _____

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 #15-195 – Oxnard School District Education Foundation (Freeman/Coletti)

The agreement formalizes the implementation of a program for music instruction in K-5th Grade at Rose Avenue School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 13 weeks of music lessons on Thursdays in assembly type groups K-5th grade.

Term of the agreement: **March 7, 2016 to June 17, 2016**

FISCAL IMPACT:

\$1,560.00 – School Site Funds - Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-195 with the Oxnard School District Education Foundation.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-195, Oxnard School District Education Foundation (2 Pages)
 Certificate of Insurance (2 Pages)

MEMORANDUM OF UNDERSTANDING

Oxnard School District
and
Oxnard School District Education Foundation
Agreement #15-195

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (District), and Oxnard School District Education Foundation (OSDEF).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

District and OSDEF will work together to implement a program for music instruction in Grades K –5th grade at Rose Avenue Elementary during the 2015-2016 school year.

Services under this agreement include: a) 13 weeks of lessons taught in grades K-5th grade, b) Lessons will be provided on Wednesdays, 8:30 AM – 11:30 AM, c) Each Wednesday will consist of three (3), 30-45 minute assembly type sessions.

All lessons will be delivered in assembly style, with interactive lectures, with music and movement, rhythm instrument use, possible drum circles (using donated utility buckets), and other make shift instruments. Sessions would focus on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisation, etc. in a completely age-appropriate and fun way. The lessons would take place in the cafeteria in order to accommodate large groups of each grade level (K-1, 2-3, 4-5).

Rose Avenue Elementary is funding this activity through site funding up to amount of \$1,560.00.

TERM: The term of this MOU shall commence March 07, 2016 through June 17, 2016.

A. District agrees to:

1. Fund contracted services for the period of this agreement in an amount not to exceed \$1,560.00 (13 weekly lessons, 4 hours per week, \$30 per hour = \$1,560.00).
2. Provide the facilities for the music lessons.
3. Provide access to the students according to the schedule agreed upon.
4. Provide support and assistance during lessons, including, but not limited to student conduct.
5. Classroom teacher will be present during the course of each music lesson taught by the consultants.
6. Permit access to the school facility for OSDEF/OMAG members for the purpose of program oversight.

7. Space permitting, provide a space to store musical instruments & theatrical props – school site.

B. OSDEF agrees to:

1. Purchase General Liability, Improper Sexual Contact, and Workman’s Comp insurance at the required coverage levels, and provide OSD with a Certificate of Insurance, naming the Oxnard School District as “Additional Insured”. Maintain coverage throughout the term of this MOU.
2. Invoice District on a monthly basis for contracted services, for the period of this agreement in an amount not to exceed \$1,560.00.
3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
4. Provide oversight and assessment of consultants.
5. Consultants will provide a curriculum of instruction.
6. Provide music equipment, for approximately 650 students, and the means of transporting the equipment.
7. Be responsible for lost or damaged musical instruments as a result of storage, transportation, or use of equipment.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

**OXNARD SCHOOL DISTRICT
EDUCATION FOUNDATION:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Susan (Sue) Odgers, President

Type Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032	CONTACT NAME: PHONE (A/C, No, Ext): 805.483.2477	FAX (A/C, No): 805.483.8254	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nonprofits' Ins. Alliance of CA		
	INSURER B : State Compensation Insurance Fund		
	INSURER C :		

INSURED Oxnard School District Education Foundation
 P.O. Box 623
 Oxnard, CA 93032

COVERAGES CERTIFICATE NUMBER: 2015 - 2016 - GL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2015-38376	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9142650-2015	09/22/2015	09/22/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						<input type="checkbox"/> OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Laubacher Jr.



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

Laubacher Insurance Agency
P.O. Box 31
Oxnard, CA 93032

POLICY NUMBER: 2015-38376- NPO

RENEWAL OF NUMBER: 2014-38376-NPO

NAME OF INSURED AND MAILING ADDRESS:

Oxnard Elementary School District Educational Foundation
P.O. Box 623
Oxnard, CA 93032

POLICY PERIOD: FROM 1/1/2015 TO 1/1/2016
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Fundraising for Oxnard School District programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

PREMIUM

Table with 3 columns: Limit Description, Amount, Premium. Includes rows for General Aggregate Limit (\$2,000,000) and Each Claim Limit (\$1,000,000).

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

TOTAL PREMIUM: \$735

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE: NIAC-E57 02 12, NIAC-IS CET 06 09.

COUNTERSIGNED:

BY [Signature] (AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/2/16

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 #15-197, AE Group Mechanical Engineers Inc. (Cline/Cross)

AE Group Mechanical Engineers Inc. will provide structural, electrical, mechanical and civil professional services including construction support for the installation of a new CNG Bus Repair facility and the renovation of the existing Transportation building. The renovation includes a new driver training room, new ADA bathrooms, new heating/HVAC, merging three (3) property parcels into one per the City of Oxnard's Planning/Zoning Department requirements, and the modernization of the existing repair shop and bus wash rack clarifiers. SWPP storm water requirements will also be evaluated and a report will be included with recommendations.

FISCAL IMPACT

Not to exceed \$140,350.00 - Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Assistant Director, Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #15-197 with AE Group Mechanical Engineers Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #15-197, AE Group Mechanical Engineers Inc. (13 Pages)
Proposal (8 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-197

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 2nd day of March, 2016 by and between the Oxnard School District (“District”) and AE Group Mechanical Engineers Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **March 3, 2016 through June 30, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed One Hundred Forty Thousand Three Hundred Fifty Dollars (\$140,350.00), including extra services and any reimbursable expenses, 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 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. **Indemnification for Professional Liability.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Consultant agrees to indemnify and hold the District, and any and all of its officials, elected board members, employees and authorized volunteers (the “Indemnified Parties”) entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, sub-consultants or agents, pursuant to this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent caused by the negligence or willful misconduct of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)
- d. 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
 1055 South C Street
 Oxnard, California, 93030
 Attention: Lisa Cline
 Phone: (805) 385.1501 x2401
 Fax: (805) 487.2118

To Consultant: AE Group Mechanical Engineers Inc.
 838 East Front Street
 Ventura, CA 93001-2925
 Attention: Phil White
 Phone: (805) 653.1722
 Fax: (805) 653.7260

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.** LISA CLINE 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.
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:

AE GROUP MECHANICAL ENGINEERS INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #15-197

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-197

SERVICES

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

PER ATTACHED PROPOSAL DATED 2/3/16

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

PER ATTACHED PROPOSAL DATED 2/3/16

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.	
C.	
D.	

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 #15-197

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-197

COMPENSATION

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

Total Compensation Not to Exceed \$140,350.00 including extra services and any reimbursable expenses.

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 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 \$140,350.00 including extra services and any reimbursable expenses as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-197

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-197

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

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

Not Project Related

Project #15-197

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 #15-197

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-197

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AE GROUP MECHANICAL ENGINEERS INC.**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

AE Group Mechanical Engineers, Inc.

**838 East Front Street
Ventura, California 93001-2925
(805) 653-1722 fax (805) 653-7260
Email: phil@aegroupme.com**

February 3, 2016

Larry Cross
Oxnard School District
1055 South C Street
Oxnard, CA 93030

transmitted by email

**SUBJECT: PROPOSAL FOR ENGINEERING SERVICES – TRANSPORTATION
DEPARTMENT FACILITY**

Dear Larry,

This letter is a formal proposal and fee schedule for the additional architectural and engineering services related to the clarifiers, new CNG bus repair shop, remodel of existing offices, and SWPP analysis at the Transportation Department facility at 516 West Wooley Road. This proposal is in response to your request for updated proposal dated September 15, 2015 and our recent site visits.

We have assembled a team of engineers and architects to address the issues contained in the new scope. Mechanical engineering and overall coordination of the architectural and engineering team will be conducted by AE Group Mechanical Engineers. Electrical engineering will be performed by Craig Hood and Associates. Civil engineering will be performed by Lewis Engineering. Architectural will be performed by Kruger-Bensen-Ziemer Architects. Structural engineering will be performed by Larry Hauer. Cost estimating will be performed by Jacobus and Yuang.

We will provide the following:

1. New CNG Bus Repair Shop. Included will be specifications and plans indicating a new design-build CNG bus repair shop, understood to be a Butler-type building, including space for an office, storage, and air compressor. Also included will be a new HVAC system, a new mechanical ventilation system, electrical for new lights and power, and specifications for design-build fire sprinklers. The goal is to relocate the existing hydraulic hoist to the new building although that may not be practical.
2. Existing Building Renovations. Included will be plans indicating the changes to the existing building – remodel existing office layout, remodel existing restrooms (removing showers and lockers to add new fixtures), strip existing CNG stall and convert to a new training room with two separate single use ADA restrooms, and new storage / containment shed. Included will be new lighting and HVAC and specifications for design-build fire sprinklers. We will present two optional floor plans and complete plans of the selected option.

February 3, 2016

Larry Cross – Transportation Department Facility

Page 2

3. Lot Merger / Planning Department-related Services. Included will be services related to satisfying the City of Oxnard with respect to merging of the three lots that comprise the transportation yard, and resolution of zoning and other Planning Department issues. See attached KBZ proposal for a more detailed explanation of City requirements.

4. Bus Wash Rack Clarifier. Included will be plans indicating the improvements needed to correct problems with the clarifier, including the rainwater diversion valve setup and repair or replacement of the lids.

5. Repair Shop Clarifier. Included will be a review of code requirements for sizing and configuration, and plans indicating the improvements needed to correct the problems, including as a minimum the replacement of the lids, or complete clarifier replacement if required. Connection to the new CNG repair shop will be included.

6. Storm Water Prevention Plan Analysis. This will be an analysis of the entire parking lot for compliance with the City's current Storm Water Prevention Plan, including meetings with appropriate City staff. A report will be prepared summarizing the analysis, conclusions, recommendations, and preliminary opinions of probable cost for recommended actions.

7. Opinions of Probable Cost. Included will be opinions of probable cost for items 1, 2, 4 and 5. Cost estimate for item 6 will be contained in the SWPP report. Cost estimate for item 3 will be included in the analysis performed in item 3.

8. Coordination. Included is coordination with all subconsultants, the City, and your office. Also included are construction-related services, including plan check corrections, attendance at bidding job walk, review of submittals from contractors, conduct of job meetings, responses to requests for information, observation of construction, and preparation of punch lists.

Exclusions. Inspection services, SWPP-related design services, irrigation systems, equipment specification, plan reproduction costs, permit fees, geotechnical investigations, hazardous materials investigations, seismic evaluations, permitting efforts related to prior uncertified/unpermitted construction, City/Agency fees, value engineering, LEED certification, and any services not specifically outlined above. Additional services can be provided; however, scope and fee would need to be negotiated.

Fee: Items 1-2 - fixed fee of \$73,100 (architect - \$36,200, electrical engineer - \$16,000, mech engineer - \$13,900, structural engineer - \$7,000). Item 3 – hourly rate, estimated at \$39,200. Items 4 & 5 – fixed fee of \$6,800. Item 6 – fixed fee of \$13,450. Item 7 – fixed fee of \$7,800.

February 3, 2016

Larry Cross – Transportation Department Facility

Page 3

Fee for Extra Services. Any extra services will be performed on an hourly rate basis at the following rates: registered engineers (mechanical, electrical, structural and civil) - \$175 /hr, engineering assistants \$115/hr. Architectural services (see attached fee schedule in KBZ proposal). Cost estimating services – per proposal depending on scope. Approved reimbursable expenses - actual cost plus 10%. These rates for extra services are those in place for 2015 and are subject to change in future years.

Terms and Conditions. These services will be performed under a contract between AE Group Mechanical Engineers, Inc (Engineer) and the Oxnard School District (Client), with the understanding that the following terms and conditions apply:


Payment Schedule. We will invoice you periodically for services rendered. Payments to Engineer are due within 15 days of receipt by your office of invoices.

Indemnification: The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Engineer, and his employees, agents, and subconsultants from and against any and all claims, damages, liability or cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this project or the performance, by any of the parties above named, of the services under this Agreement, excepting only those damages, liabilities or costs to the extent actually caused by the sole negligence of the Engineer or his employees, agents, and subconsultants.

Mediation: In an effort to resolve any claims or conflicts that arise during the design or construction of the Project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

We look forward to working with you on this project.

If you have any questions, please call.



AE Group Mechanical Engineers, Inc

approved: Oxnard School District

AEGME/mos

Attached: KBZ proposal



AE Group
OSD Transportation Building Expansion
Proposal/Agreement

14 October 2015

AE Group Mechanical Engineers
838 E Front St
Ventura, CA 93001

Attn: Phil White
Re: OSD Transportation Building Expansion

Dear Phil,

Thank you for inviting KBZ to participate in your team's project that will expand Oxnard School District's (OSD) Transportation Building. We understand the project to encompass a new pre-engineered metal building (e.g. Butler) to house a CNG bus maintenance bay with a small office, tool room, and compressor area (approximately 1800 s.f. in total), retrofitting the existing bus bay to become a training room (approximately 1300 s.f.), and renovating the existing administrative offices and restroom area (approximately 1800 s.f.). The admin/restroom remodel will likely entail demolition of interior non-bearing walls and construction of new partition walls and ceilings. Per Larry Cross' description at the site, we understand the scope will also include the path of travel from the street to the main admin entrance, which is a common accessibility requirement from Building & Safety and which KBZ can help facilitate in coordination with the civil engineer. The site is relatively flat, so after confirmation of conforming slopes from the topographic survey, the solution will likely be simply delineating the path-of-travel with blue striping across the existing parking lot. KBZ will engage the surveyor to provide a topographic base plan of the existing conditions and building footprint.

We understand that this project is not a DSA project and will be processed through the City of Oxnard Planning and Building/Safety departments. KBZ will serve as the Owner's agent with respect to City agency interactions, which includes building permit submittal and processing efforts. As this will be constructed with public funds and must be publicly bid, that process becomes more complicated with the introduction of prefabricated metal buildings. Our proposed approach is prepare a complete set of architectural plans & specifications for the admin remodel, including the transformation of the current CNG bus bay into a training room. However, the new pre-engineered metal building will be set up as a deferred approval. KBZ will show the floor plan configuration of the new building, but the building itself will be a deferred approval with respect to the building permit. This will allow bidders to include any manufacturer that meets the performance spec (by Architect and Structural Engineer)

There may be some structural engineering required related to work that affects the existing mezzanine and suspended ceiling; these services/fees are not included in our proposal as you have indicated that Larry Hauer is already involved in the project under your contract. Also, if the metal building manufacturer is to be bid as a deferred approval or as a separate package, the structural engineer (SE) will need to develop a performance specification indicating the loads required for the new structure (SE not included in this proposal).

Finally, after discussing the project with the City of Oxnard Planning Department, it became evident that the existing Transportation/Warehouse facility and parking lot is constructed over three separate legal parcels (APN's 203-0-050-010 Haydock School & flag extension which the end of the Transportation Building overlaps, 203-0-050-220 parking lot, and 203-0-061-160 main building). The City indicated that in order to move forward, the three parcels should be adjusted & merged so that the result is a separate parcel for the school, and a single rectangular parcel for Transportation/Warehouse. There are two Specific Use Plans in place for the two non-school parcels which would have to undergo Minor Modifications. 10 feet of Wooley Road frontage would have to be dedicated to the City for future road improvements. The new Transportation/Warehouse lot would necessitate a General Plan Amendment (since it is currently zoned for housing and a part of the Housing Element of the General Plan). After the Amendment, the zoning could then be changed for the Transportation/Warehouse parcel. The final Planning Department action would be a Change of Use for the portion of the existing building which is current Vehicular Repair, changing it to Business/Office use. As it is not possible to gauge the time necessary to undertake these discretionary reviews, we are proposing to perform these services on a time & materials basis, and have provided our best guess at this point in time as to the cost for those efforts, with regular reporting throughout the process.

We understand that AE Group will establish the prime contract (or amend your existing one) with OSD and KBZ will subcontract to AE Group for architectural services as follows:

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
199 FIGUEROA STREET, SUITE 100A, VENTURA, CA 93001 PHONE 805.650.1033 WWW.KBZARCH.COM



OUTLINE OF SERVICES:

1. **Existing Conditions:** KBZ will engage a licensed surveyor to perform a topographic survey to aid in the path-of-travel analysis, as well as the civil engineer's drainage analysis (civil NIC). This survey will be done as part of the boundary lot/line survey in the Lot Merger/Planning tasks below. KBZ will use the topographic and boundary survey to furnish a base site plan in CAD for the rest of the team to utilize. KBZ will also convert the existing available as-built drawings to CAD with supplemental site verification to provide the team with CAD backgrounds for the building remodel.
2. **Code Analysis:** KBZ will perform a building code analysis to demonstrate code compliance to the City the existing and proposed uses, occupancies/separations, exiting, and building types. The deliverable will be in the form of a plan sheet that contains both a floor plan and code analysis text.
3. **Plans:** KBZ will prepare architectural demolition and renovation plans for the existing CNG bus bay that is being converted to the training room/restrooms and for the existing admin area, including the expansion of the restrooms in that area. KBZ will also show the proposed layout of the new metal building with an interior office and connect the new and existing with an accessible path of travel back to the public way (street). The architectural plans for the new building will be schematic in nature as we assume that the metal building manufacturer will provide detailed plans for the new structure and interior improvements. Plan preparation includes two floor plan remodel options to be reviewed during Design Development and (4) meetings through the DD and CD process (either Owner or design-team).
4. **Specifications:** KBZ will prepare Division 1 General Condition specifications, as well as technical specifications in Divisions 2 through 14 as required for the project.
5. **Bid/Negotiate:** KBZ will support AE Group in answering RFI's and issuing Addenda related to our scope, as well as participating in one pre-bid walk with bidding contractors.
6. **Constr. Admin:** KBZ will attend the pre-construction conference, up to (6) job progress meetings, and the punch list walk and a follow-up verification (if necessary).

TOTAL PROPOSED FEE = \$ 34,080 (see attached sheet for breakdown).

Lot Merger/Planning Dept. Services – Estimate of Time & Materials: \$39,200

Conditions/Exclusions: This proposal does not include the following: Geotechnical investigations, hazardous material investigations, seismic evaluations, structural engineering, permitting efforts related to prior uncertified/unpermitted construction, City/Agency fees, value engineering, cost estimating, or LEED certification. It is also assumed that the City will process/accept a Negative Declaration (no impact) for CEQA.

To Be Provided by AE Group: All available as-built drawings and CAD files for the subject property and buildings, CAD files for border, specification template file (headers/footers/other formatting), access to any District standards, and civil and structural engineering support.

Proposed fee as noted above shall be billed each month based on percentage of completion, except for Time & Materials services, which will be billed as accrued.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed. Failure of the AE Group to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the AE Group may terminate this agreement after giving no less than seven days' written notice.



AE Group
OSD Transportation Building Expansion
Proposal/Agreement

Thank you for requesting our services. This proposal is valid for 60 days. If you have any questions please do not hesitate to call.

Very truly yours,

Todd A Jespesen AIA, LEED AP_{BD+C}
Principal Architect

Attached: KBZ Fee Breakdown, KBZ Hourly Rate Sheet 2015

Agreed:

Signature

Printed name

Date

	Principal		Proj.Mgr.		CAD/Support		Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate	
Lot Merger/Adjustment and Planning Dept Issues (T&M - see below)							
Construction Document Phase							\$24,070.00
On-Site Investigation		\$175	2	\$135		\$110	\$270.00
As-Builts & Survey Coordination	2	\$175	4	\$135	16	\$110	\$2,650.00
Code Analysis	4	\$175		\$135	2	\$110	\$920.00
Design/Plans/Coordination	8	\$175	8	\$135	40	\$110	\$6,880.00
(4) DD & CD Meetings	8	\$175	8	\$135		\$110	\$2,480.00
Specifications/Project Manual	12	\$175		\$135		\$110	\$2,100.00
Perf. Spec & Coord. for Metal Bldg.	4	\$175		\$135		\$110	\$700.00
City Planning/DRC pkg. & process	2	\$175	8	\$135	12	\$110	\$2,750.00
City Bldg & Safety pkg. & process	2	\$175	16	\$135	16	\$110	\$4,270.00
City Meetings/Hearings	6	\$175		\$135		\$110	\$1,050.00
Bid/Negotiate Phase							\$1,965.00
(1) Bid Doc Review Meeting/Minutes	1	\$175		\$135	1	\$110	\$285.00
Pre-Bid Conference/Job Walk	2	\$175		\$135		\$110	\$350.00
RFI Responses/Addenda	2	\$175	4	\$135	4	\$110	\$1,330.00
Construction Administration Phase							\$7,330.00
Pre-con Meeting	2	\$175	2	\$135		\$110	\$620.00
Construction Meetings (6)		\$175	12	\$135		\$110	\$1,620.00
Resolution of Construction Issues	2	\$175	4	\$135	8	\$110	\$1,770.00
RFI's / Submittals		\$175	8	\$135		\$110	\$1,080.00
Metal Building Deferred Appr. Review		\$175	8	\$135		\$110	\$1,080.00
Closeout Doc Review	2	\$175	2	\$135		\$110	\$620.00
Punch List		\$175	4	\$135		\$110	\$540.00
Closeout Phase							\$715.00
Punch List Completion Confirmation	1	\$175	2	\$135		\$110	\$445.00
Close-Out Doc review		\$175	2	\$135		\$110	\$270.00
Total Architectural Fees:							\$34,080.00
Lot Merger/Adjustment and Planning Dept Issues (T&M - see below)							
Boundary & Topographic Survey & Mapping (rough estimate per Stantec)							\$18,000.00
Includes dedication 10' of Wooley Rd frontage to City							
Lot Merger Processing							\$3,500.00
Minor Modification to existing Specific Use Plans (2)							\$4,000.00
General Plan Amendment							\$7,500.00
Zone Change (from RPD & R-2)							\$2,500.00
Change of Use (from Vehicle Repair to Business/Office)							\$2,500.00
Materials (reprographics, etc.)							\$1,200.00
Estimated Time & Materials Fees:							\$39,200.00

**All City/Agency Fees by District

KRUGER BENSEN ZIEMER ARCHITECTS INC.
2015 Schedule of Hourly Rates

<i>Principal</i>	\$ 175.00
<i>Project Architect</i>	\$ 150.00
<i>Project Manager/Designer</i>	\$ 135.00
<i>Interior Designer</i>	\$ 125.00
<i>CADD Operator/ Draftsperson</i>	\$ 110.00
<i>Clerical</i>	\$ 85.00

Reimbursable expenses will be billed at cost plus 15%.

Effective January 1st, 2015

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 _____

Ratification of Agreement #15-179 - Assistance League, Non-Public School, NPS (Freeman/Sugden)

Requesting approval for Non Public School (NPS) services for TK student listed below for the 2015-2016 school year, including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: TK **Student:** FB110110

FISCAL IMPACT:

Tuition TK: \$800 monthly rate x 7 months = \$5,600.00
(including Extended School Year; ESY)

Grand Total: \$5,600.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-179 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-179, Assistance League (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-179

THIS AGREEMENT, made and entered into this 2nd day of March 2016 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: TK, Student: **FB110110**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2015-2016** school year at a cost of \$800 per month for 7 months, beginning December 2015, including Extended School Year (ESY) through June 2016; amount not to exceed **\$ 5,600.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$5,600.00** for student **FB110110**.

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

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

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

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 _____

Ratification of Agreement #15-180 - Assistance League, Non-Public School, NPS (Freeman/Sugden)

Requesting approval for Non Public School (NPS) services for TK student listed below for the 2015-2016 school year, including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: PreK **Student:** NV010312

FISCAL IMPACT:

Tuition PreK: \$785 monthly rate x 10 months = \$7,850.00
(including Extended School Year; ESY)

Grand Total: \$7,850.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-180 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-180, Assistance League (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-180

THIS AGREEMENT, made and entered into this 2nd day of March 2016 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: PreK, Student: **NV010312**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2015-2016** school year at a cost of \$785 per month for 10 months, beginning September 2015, including Extended School Year (ESY) through June 2016; amount not to exceed **\$7,850.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$7,850.00** for student Grade: PreK, Student, **NV010312**.

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

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

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

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

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 _____

Ratification of Agreement #15-181 – Casa Pacifica School (Freeman/Sugden)

Requesting approval for Non-Public School (NPS) services for Student MD032403, for the 2015-2016 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: MD032403

FISCAL IMPACT:

Tuition: \$152.00 per diem x 112 days = \$17,024.00
(Including 20 days of Extended School Year)

Transportation: \$35 Round trip daily rate, for 112 days = \$3,920.00

Grand Total: \$20,944.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-181 with Casa Pacifica School, NPS, in the amount not to exceed \$20,944.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-181, Casa Pacifica School (4 Pages)
Certificate of Insurance (2 Pages)



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-181

THIS AGREEMENT, made and entered into this 2nd day of March 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: MD032403

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152 for 112 days; this includes 20 days of extended school year through July 1, 2016; and a \$35 daily rate for round trip transportation services not to exceed **\$20,944.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-181

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.
6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*
8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$20,944.00** for **Student: MD032403**.
10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-181
Page 3

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

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

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

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



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

AGREEMENT #15-181
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Jessica Yasbek PHONE (A/C, No. Ext): (805)585-6114 FAX (A/C, No): (805)585-6214 E-MAIL ADDRESS: jyasbek@tolmanandwiker.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Casa Pacifica Centers for Children & Families 1722 South Lewis Road Camarillo CA 93012-8520	INSURER A: Nonprofits' Insurance Alliance NAIC # 11845	
	INSURER B: Admiral Insurance Company 24856	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14/15 GL/AUTO/UMB/E&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2014-03300-NPO	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000	
	<input checked="" type="checkbox"/> INCLUDES SOCIAL SERVICES						PERSONAL & ADV INJURY \$ 1,000,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY	GENERAL AGGREGATE \$ 3,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 3,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
A	AUTOMOBILE LIABILITY			2014-03300-NPO	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2014-03300-UMB	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> CLAIMS-MADE	\$
							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A							OTHER	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
B	MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE			EO 000002683-11	11/1/2014	11/1/2015	PER CLAIM: 1,000,000	
							AGGREGATE: 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 2014-2015 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER (805)437-1599 msamples@vcoe.org Ventura County SELPA Attn: Mary Samples 5100 Adolfo Road Camarillo, CA 93012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Judy Diaz, ARM/JESSIY 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. LIC# 0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety National Casualty Corporatio		15105
INSURER B : NonProfits' United Workers' Compens		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1580491007** **REVISION NUMBER:**

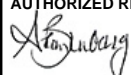
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NPU - WCG 001-2015	1/1/2015	1/1/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Excess Wokers' Comp			SP 4052095	1/1/2015	1/1/2016	Limit Per Occurrence E.L. Per Occ & Agg XS of 500,000 Statutory 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Ventura County SELPA 5100 Adolfo Road Camarillo CA 93012 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 3/2/16

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

**Ratification of Agreement #15-182 - Assistance League, Non-Public School, NPS
(Freeman/Sugden)**

Requesting approval for Non Public School (NPS) services for K student listed below for the 2015-2016 school year, including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: K **Student:** SO042610

FISCAL IMPACT:

Tuition K: \$800 monthly rate x 8 months = \$6,400.00
(including Extended School Year; ESY)

Grand Total: \$6,400.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-182 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-182, Assistance League (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-182

THIS AGREEMENT, made and entered into this 2nd day of March 2016 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: K, Student: **SO042610**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2015-2016** school year at a cost of \$800 per month for 8 months, beginning December 2015, including Extended School Year (ESY) through June 2016; amount not to exceed **\$6,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$6,400.00** for student **SO042610**.

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

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

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

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 3/2/16

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

Participation per Public Contract Code §20118 – Oxnard School District for the Purchase and/or Lease of Modular Classroom & Toilet Buildings (Cline/Franz)

Pursuant to Public Contract Code §20118, school districts may participate in outside purchasing agreements. Board permission is requested to participate in the Franklin-McKinley School District Bid for the purchase and/or lease of Modular Classroom & Toilet Buildings. Said bid allows participation by other Governmental and Educational Entities.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve participation with the Franklin-McKinley School District Bid for the purchase and/or lease of Modular Classroom & Toilet Buildings, for the performance term of the Franklin-McKinley School District's agreement.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 3/2/16

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 _____

Participation per Public Contract Code §20118 – Oxnard School District for the Purchase of Standard School Supplies (Cline/Franz)

Pursuant to Public Contract Code §20118, school districts may participate in outside purchasing agreements. Board permission is requested to participate in the Los Angeles County Office of Education Bid #14-15-1543 for the purchase of Standard School Supplies. Said bid allows participation by other Governmental and Educational Entities.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve participation with the Los Angeles County Office of Education Bid #14-15-1543 for the purchase of Standard School Supplies, for the performance term of the Los Angeles County Office of Education's agreement.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/2/16

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

ENROLLMENT REPORT (Cline)

District enrollment as of December 18, 2015 was 16,930. This is 67 less than the same time last year.

District enrollment as of January 29, 2016 was 16,925. This is 61 less than the same time last year.

FISCAL IMPACT

None.

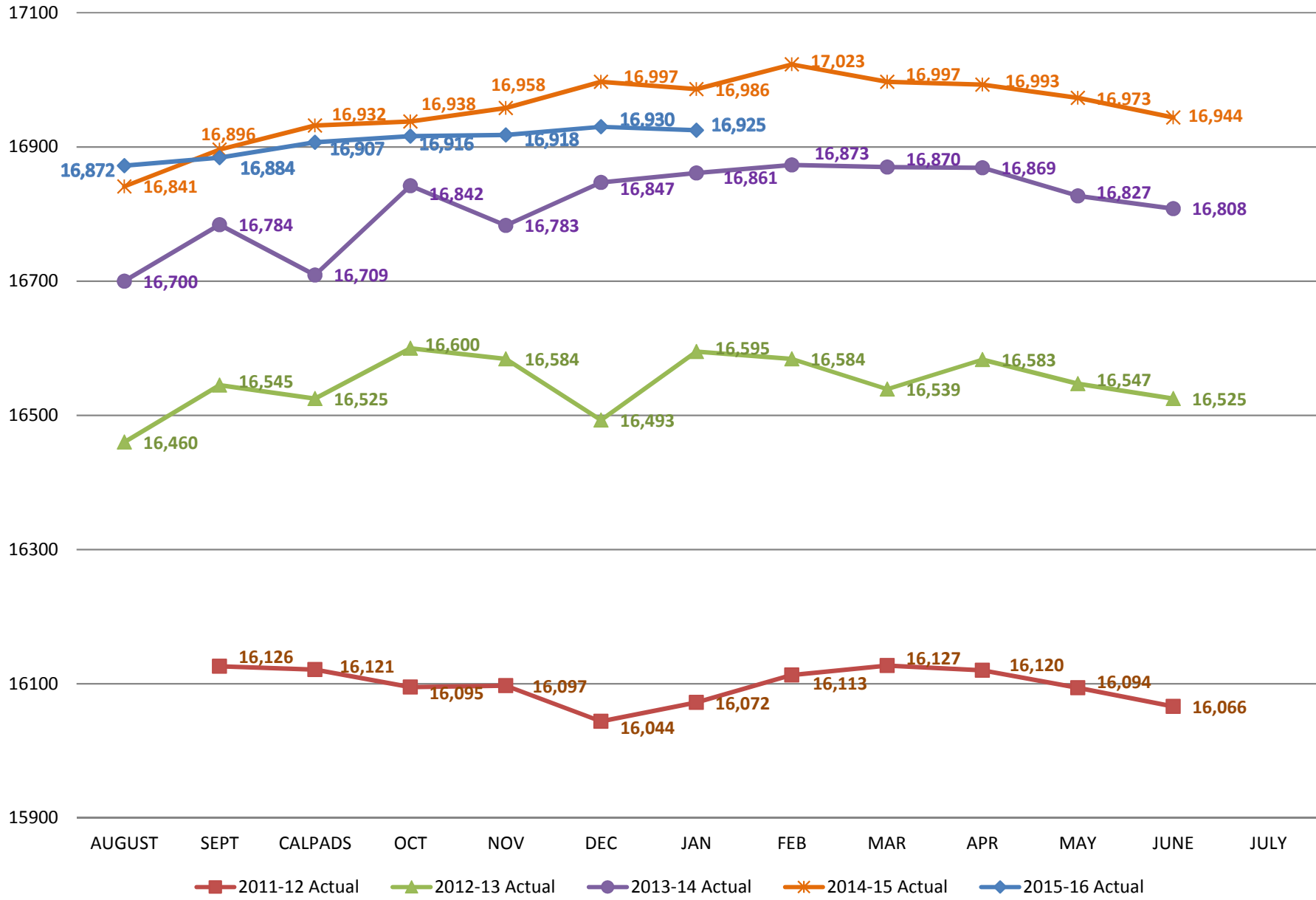
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2011-12 through
 2015-16 Actuals (1 page)

Oxnard School District Enrollment History 2011-12 through 2015-16 Actuals



BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 3/2/16

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

Ratification of Work Authorization Letter #004 for Surveying Services at the Proposed New Middle School Academy Site at Doris and Patterson pursuant to Master Agreement #13-126 with MNS Engineers, Inc. (Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved a Master Agreement # 13-126 with MNS Engineering, Inc. to perform Land Surveying services related to the design and construction of new school projects and modernizations. The District established a fair, impartial rotation for the assignment of work to each of the firms that were prequalified to perform professional construction services of this nature.

During the regular meeting of February 18, 2015 the Board of Trustees approved Work Authorization Letter #2 with MNS Engineers, Inc. in the amount of \$4,850.00 for performance of a survey, preparation of a legal description and map for a twenty (20) acre portion of the Property at Doris and Patterson Road. In November of 2015 direction was provided to CFW to increase the portion of the Doris and Patterson property from a twenty (20) acre portion to a twenty five (25) acre portion of the same property.

The Work Authorization Letter is related to and consists of:

Master Agreement #13-126
WAL #004
Consultant: **MNS Engineering, Inc. ("MNS")**
Date Issued: **3/2/16**
Fixed Fee Amount: **\$1,080.00**

The WAL is attached describing the scope of services requested from MNS. MNS' proposal for the services is also attached for the Board's reference. The WAL calls for the performance of a survey of the proposed site and to produce a legal description and site map for the proposed site to reflect a twenty five (25) acre parcel of land.

FISCAL IMPACT:

The surveying services will be completed for the lump sum fixed fee of:

One Thousand Eighty Dollars No Cents [\$1,080.00]

The services will be funded from Measure "R" funds and shall be coded under 6140 – Surveying Fees.

CFW will be filing an application with Office of Public School Construction (“OPSC”) for reimbursement of 50% of the site testing and investigation costs related to the site acquisition.

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #004 for surveying services at the Proposed New Middle School Academy Site per Master Agreement #13-126 with MNS.

ADDITIONAL MATERIAL(S):

- WAL #004, MNS (1 Page)
- MNS Proposal, dated 12/23/2015 (2 Pages)
- Master Agreement #13-126, MNS (32 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: N/A SITE NAME: Doris/Patterson New Academy Site Acquisition MASTER AGREEMENT #: 13-126 WAL #: 4	DATE: March 3, 2016 DSA # N/A OPSC # N/A VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: MNS Engineers, Inc. Street: 4850 E. Thousand Oaks Blvd., Suite 101 City, State, Zip: Westlake Village, CA 91362 Phone: (805) 648-4840	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
Revision to the twenty (20) acre Legal Description and Site Map to reflect a twenty five (25) acre parcel <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: One Thousand Eighty Dollars and no cents (\$1,080.00)		
<i>This fee amount is based upon Consultant's proposal dated <u>12/16/2015</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>		
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
PROJECT MANAGER: Greg Grant (CFW) P.O. #		PREPARED BY: Greg Grant (CFW) P.O. AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____		
COST ID: 6140 Surveying Costs		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		



WESTLAKE VILLAGE

4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
805.648.4840 Phone

December 16, 2015

Greg Grant
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035

Re: **Oxnard School District - Doris/Patterson New Proposed Middle School
Survey Services Additional Cost Estimate**

Dear Greg,

Thank you for requesting a proposal for our professional surveying services for this project. The following is our proposed scope of services and corresponding fee.

PROPOSED SCOPE OF SERVICES

MNS Engineers will provide a legal description and sketch for the 25 acres at Doris/Patterson Middle School parcel that will be used for the approval process with the California Department of Education. (Originally proposed 20 acre and combining with an additional 5 acres) This parcel will be a portion of Lot 158 (29 acres) of Patterson Ranch which is adjacent to Patterson Road and Doris Avenue.

The legal description will be based on the Preliminary Title Report (PTR) and supporting documents for lot 158 and planning documents.

MNS will prepare a legal description and sketch by compiling the record data for the fee parcel (Lot 158) and the planned data for the proposed street rights of way for the 25 acres.

This does not include setting any property monuments, preparing a record of survey or establishing the property lines of lot 158 in the field. If this is required it will be provided under a separate contract.

COST ESTIMATE

Preparation of legal description and sketch **\$1,080**

Please let me know if you have any questions regarding this proposal. You can contact me at 805-719-9809 or at ftice@mnsengineers.com.

Sincerely,

MNS Engineers, Inc.

A handwritten signature in cursive script that reads 'Fred Tice'.

Fred Tice, PLS
Principal Surveyor



STANDARD SCHEDULE OF FEES

Effective July 1, 2014 through June 30, 2015

Surveying

Principal Surveyor/Project Manager	\$200/hr.
Project Surveyor	\$150/hr.
Supervising CADD Technician	\$120/hr.
2 person crew (Prevailing wage)	\$250/hr.
1 person crew (Prevailing Wage)	\$180/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost per agreement.

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 12. A 2 person survey crew is \$250 per hour.



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)**

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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


21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

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

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

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

 (Initials)

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


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

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

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

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

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

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent , Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Attention: Fred Tice
T: (805) 648-4840
Email: ftice@mnsengineers.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

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

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

MNS ENGINEERS INC.:

Lisa A. Franz
Signature

[Signature]
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

JAMES A. SALVIO, PRESIDENT & CEO
Typed Name/Title

11-20-13
Date

29 OCTOBER 2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-2000889

- Not Project Related
 Project #13-126


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-126

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

- Not Project Related
 Project #13-126

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts

Not Project Related

Project #13-126

allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

- 1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- 2) Acceptable back-up for billings shall include, but not be limited to:
 - a) Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b) Records for all supplies, materials and equipment properly charged to the Services.
 - c) Records for all travel pre-approved by District and properly charged to the Services.
 - d) Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with

Not Project Related

Project #13-126

this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-126

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INSURANCE

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

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

Not Project Related

Project #13-126

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #13-126

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

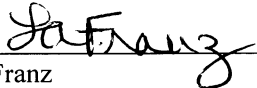
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

- Not Project Related
 Project #13-126

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-126

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: FRED TICE

Title: PRINCIPAL SURVEYOR

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

Not Project Related

Project #13-126

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

SCOPE OF SERVICES – PROJECT SURVEYOR

The Project Surveyor's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01'. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

Not Project Related

Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

Not Project Related

Project #13-126

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS E. TRAILERS -INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE-GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** March 02, 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 Position

DESCRIPTION OF AGENDA ITEM:

Abolish

a five hour and forty five minute, 192 day Site Technology Technician, position number 6815, to be abolished at Soria school. This position will be abolished due to lack of work.

a three hour, 183 day Paraeducator I, position number 1450, to be abolished at Chavez school. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Cost for Site Technology Technician - \$32,803.00 Site funds
Cost for Paraeducator I - \$12,975.00 Site funds

RECOMMENDATION:

Approve the abolishment of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** March 2, 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

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

Juanita Abarca	Teacher, Social Science, Chavez	March 1, 2016
Denise Diaz	Substitute Teacher	2015/2016 School Year
Justin Egeland	Substitute Teacher	2015/2016 School Year
Karina Johnson	Substitute Teacher	2015/2016 School Year
Victor Martinez	Substitute Teacher	2015/2016 School Year
Ignacio Tapia	Substitute Teacher	2015/2016 School Year

CLASSIFIED PERSONNEL ACTIONS

March 2, 2016

Exempt

Alejandro, Rosaicela	Campus Assistant	12/08/2015
Garcia Jr., Robert	Campus Assistant	02/06/2016
Espinoza, Eduardo	Campus Assistant	02/03/2016
Lopez, Brandi	Campus Assistant	02/05/2016
Valencia, Claudia	Campus Assistant	02/01/2016

Limited Term

Gonzalez, Eric	Custodian	02/10/2016
Salas, Benito	Custodian	02/17/2016
Tellez, Teresa	Custodian	02/10/2016

Resignation

Saucedo, Bellinda	Intermediate School Secretary (B), Position #6244 Lemonwood 8.0 hrs./192 days	01/20/2016
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BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 3/2/16

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 _____

Approval of Agreement #15-196 - Caldwell Flores Winters, Inc. (Morales/Cline)

The Oxnard School District (District) has commissioned Caldwell Flores Winters, Inc. (CFW) to undertake a scientific, random sample opinion survey to identify voter support for planned district improvements. The survey will specifically test the public's attitude toward the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a potential voter-approved measure as well as themes that may appeal to voters.

Upon completion of the survey, CFW will provide a presentation of survey results to the Board.

FISCAL IMPACT:

\$22,500.00 – General Fund

(The survey shall be conducted for this flat fee and is payable upon presentation of survey results to the Board.)

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #15-196 with Caldwell Flores Winters, Inc.

ADDITIONAL MATERIAL(S):

- #15-196 Letter of Agreement - Caldwell Flores Winters, Inc.

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.***

Caldwell Flores Winters, Inc.

6425 Christie Avenue, Suite 270, Emeryville, CA 94608 (510) 596-8170 Fax (510) 450-0208

February 15, 2016

Dr. Cesar Morales, Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Superintendent Morales,

We value the opportunity to work with the Oxnard School District (the District) on your survey research to explore the feasibility of a general obligation bond program for the District. Caldwell Flores Winters will work directly with the District to utilize its proprietary software and research design to assess and conduct the most effective survey tool to meet the District's needs. Below please find a summary of the survey's proposed objectives, methodology, costs, and survey results.

Objectives

The purpose of undertaking a scientific, random sample opinion survey is to identify voter support for planned district improvements. The survey will specifically test the public's attitude toward the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a potential voter-approved measure as well as themes that may appeal to voters.

Methodology

A statistically accurate sample of approximately 350-450 registered voters living within the District will be undertaken. A survey of this type has a margin of error of approximately 5% percent at the 95% confidence level. The demographic characteristics of the population interviewed will reflect the population of target voters in the District. This sample will represent target voters in the District across various demographic variables including age, gender, and political party affiliation. Trained professionals will interview the sample group through telephone interviews. The average interview typically lasts about 10-15 minutes.

Costs

The survey shall be conducted for a flat fee of \$22,500, payable upon presentation of survey results to the Board.

Survey Results

Once the survey is completed, CFW will provide a presentation of survey results to the Board. CFW agrees to provide recommendations to the District's capital and financing plan based on the survey results.

Upon your approval, please sign this letter and email it back to Jeremy Cogan at jcogan@cfwinc.com. Should you have any questions, about this letter of engagement, please feel free to give me a call at 510-596-8170.

Sincerely,

APPROVED

Ernesto R. Flores, President

Dr. Cesar Morales, Superintendent

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 3/2/16

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 _____

Consideration and Approval of Amendment #002 to Agreement #12-231 for SVA Architects – Lemonwood School Reconstruction (Cline/CFW)

At the May 15, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #12-231 with MVE Institutional (now known as SVA Architects) to provide Architectural Services to complete the design for the Lemonwood School Reconstruction Project (Project). At the June 3, 2015 regularly scheduled Board Meeting, the Board of Trustees approved Amendment #1 to Agreement #12-231 for SVA Architects to provide additional architectural services for the Lemonwood School Reconstruction to design an Early Childhood Development Facility.

SVA Architects has now been asked by the District to provide modifications to its kitchen design to include a Walk-In Freezer, and added Work Counters, within the perimeter of the currently proposed Kitchen layout in the Multi-Purpose Room (MPR) at Lemonwood School.

The Kitchen is designed as a full service kitchen (from scratch cooking) with “speedlines” which accommodates 200 students per line, per 15 minutes. Serving method is designed to accommodate 3 lunch periods at 40 minutes each (10 minutes serving, 20 minutes eating, 10 minutes play time.) The proposed modifications will retain the same required criteria, ensuring that the Health Department and Department of State Architect (DSA) requirements are met.

The proposed redesign will retain the same perimeter of the currently designed Kitchen and will fit a new Walk-In Freezer within the same area, replacing the Reach-in Freezer (Please see attached Exhibit #1.). A few elements within the current design will be reconfigured, including relocated water heater, Janitor Rm., Hand Sink, and lockers, and redesigned Serving Counter and Dry Storage.

The kitchen redesign requires added consulting engineering work by sub consultants. Webb Foodservice Design will update and redesign the equipment floor plan and schedules, plumbing and electrical rough-ins, details, elevations, specifications, estimate, and coordination with architect and other disciplines (Fee of \$4,500). Petra Structural Engineers will modify currently approved plans to include design for structural elements required for the revised and new areas (Fee of \$4,000). Optimum Energy Design, consulting mechanical and plumbing engineers, is required to provide revised

mechanical air distribution, kitchen hood, and floor sink designs (Fee of \$2,200). Consulting electrical engineer, tk1sc COLLABORATIVE, will revise lighting, power, low voltage and fire alarm plans and technical specifications, and update calculations for Title 24 compliance (Fee of \$3,200).

SVA Architects is required to coordinate the work provided by the above consultants in revising the architectural plans and resubmitting to DSA for approval (Fee of \$14,590.00). The total fee for all services is \$28,490.00.

FISCAL IMPACT:

\$28,490.00

Amendment #002 to Agreement #12-231 will be funded from the Lemonwood K-8 School Reconstruction budget. The Lemonwood K-8 School is being reconstructed utilizing a combination of Measure "R" Funds, Developer Fees and School Facilities Program ("SFP") grant reimbursements.

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment #002 to Agreement #12-231 with SVA Architects to complete additional services for the Lemonwood School Reconstruction Project for additional architectural and engineering services to provide revised plans for the Kitchen re-design.

ADDITIONAL MATERIAL(S):

- Amendment #002, SVA Architects (2 Pages)
- Electrical, Mechanical-Plumbing, Structural, and Kitchen Consultant Proposals (combined 12 Pages)
- Exhibit 1, Sketch of Proposed Modified Kitchen Design (1 Page)
- Amendment #001, SVA Architects – Approved on June 13, 2015 (21 Pages)
- Agreement #12-231 SVA Architects (formerly known as MVE Institutional, 79 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

AMENDMENT NO. 2

Architect:	SVA Architects, Inc. ("Architect") 3 MacArthur Place, Suite 850 Santa Ana, CA 92707	Client:	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
Architect Contact:	Mel Tan, Tom Bardwell	Client Contact:	Yuri Calderon, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
Agreement Date:	June 5, 2013 ("Agreement")	Amendment Date:	February 2, 2016 ("Amendment")
Project Name:	Project 3 – Lemonwood Reconstruction ("Project")	Description:	Kitchen Redesign
Job No:	2013-40121.801	Client Ref:	n/a

A. Scope of Services

SVA, its Structural Engineer ("Petra Structural Engineers"), its Mechanical/Plumbing Engineer ("Optimum Energy Design"), its Electrical Engineer ("tk1sc"), and its Foodservice Consultant ("Webb Foodservice Design") shall provide the following services in accordance with the terms and conditions of the Agreement:

Architectural:

1. Relocation of Janitor room in MPR.
2. Provide new walk-in freezer in current Janitor's room.
3. Coordination of the architectural and consultant drawings.

Structural:

1. Provide structural engineering detailing for the new walk-in freezer replacing the Janitor room.
2. Realign the dry storage room.
3. Relocation of water heater in the new Janitor room.
4. Support services for the design of the enclosed janitorial cabinet.
5. Provide design for a new Janitor room in MPR.

Mechanical/Plumbing:

1. Revise mechanical air distribution.
2. Relocation of Janitor room in MPR.
3. Add floor sink for walk-in cooler.

Electrical:

1. Revision to kitchen in building which includes:
 - a. Revise lighting plans.
 - b. Revise power plans.
 - c. Revise low voltage plans.
 - d. Revise fire alarm plan – including calculations and riser diagrams.
 - e. Revise power panels.
 - f. Revise Title 24.

Foodservice:

1. Participate in a preliminary meeting with the district representative to discuss changes and revisions.
2. Participate in a redesign verification meeting to confirm changes based on the original program.
3. Coordinate changes with design team.
4. Update equipment floor plan (itemized).
5. Update equipment schedule (itemized with utility requirements).
6. Update plumbing rough-in plan (itemized and dimensioned).



7. Update electrical rough-in plan (itemized and dimensioned).
8. Update refrigeration system plan (conduit and rough-in's).
9. Update building works plan (floor depressions, exhaust connections, and wall backing).
10. Update custom equipment elevations (itemized and dimensioned).
11. Update custom equipment details and sections.
12. Provide updated cut sheets for non-custom equipment.
13. Revise section 11 4000 equipment specifications (itemized).
14. Update door service equipment opinion of probable cost (itemized).
15. Coordination with the design team for the following:
 - a. Constructability and review comments.
 - b. Equipment information to structural engineer.
16. Coordination of DSA resubmittal requirements.
17. DSA back check corrections (responses and changes).

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Twenty Eight Thousand Four Hundred and Ninety Dollars (\$28,490.00)** as follows:

Service	Fee
SVA Architects, Inc.	\$13,200.00
Petra Structural Engineers	\$4,400.00
Optimum Energy Design	\$2,420.00
tk1sc	\$3,520.00
Webb Foodservice Design	\$4,950.00
Total	\$28,490.00

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

Architect:	SVA Architects, Inc.
Signature:	
Printed Name:	Robert Simons, AIA Lic. No. C18301
Title:	President & Partner
Date:	

Approved and Accepted:

Client:	Oxnard School District
Signature:	
Printed Name:	Dr. Cesar Morales
Title:	
Date:	

Lemonwood K-9

Engineering / Consulting Scope Change Agreement

February 1, 2016

Page 1

SCOPE CHANGE AGREEMENT (“SCA”) between **tk1sc** and CLIENT

This Scope Change Agreement (SCA) is effective February 1, 2016, and provides for additional services for the project named “**Lemonwood K-9**” (**tk1sc** 2013-0451.01) between SVA Architects (Client) [Attention: Mr. Tom Bardwell] and **tk1sc**.

1. **tk1sc** will provide the following Scope Change related Services:

Revision to kitchen in Building which includes:

1. Revise lighting plans.
2. Revise power plans.
3. Revise low voltage plans.
4. Revise fire alarm plan - including calculations and riser diagrams.
5. Revise power panels.
6. Revise Title 24

2. Engineering / Consulting Sub-Consultants:

Sub-consultants are not proposed for this project.

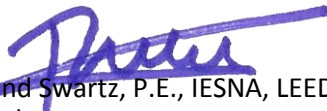
3. Client will compensate **tk1sc** for the scope change listed above in accordance with the following additional fee(s):

Engineering / Consulting Additional Services – Fixed Fee: **\$ 3,200.00**

4. This Agreement is subject to the terms and conditions of the original professional services agreement for the project including the insurance program.
5. This Agreement is subject to the terms of the original professional services agreement in regards to reimbursable expense billing.
6. This Scope Change Agreement will remain open for thirty (30) days from February 1, 2016.

SVA Architects (Client) finds the scope and fees acceptable please and by executing below has agreed to accept the terms and conditions stated herein.

tk1sc


Raymond Swartz, P.E., IESNA, LEED AP
Principal
Lic. #E15610

SVA Architects (Client)

Name: _____
Title: _____
Client Project No.: 1340121

cc: Mr. Joel Brandts, tk1sc
Mr. Bill Voller, tk1sc

P:\2013\2013-0451 OSD Lemonwood K-8\PSA and SCA's\A20130451-1.docx



ADD SERVICE #3 PROPOSAL FOR ENGINEERING SERVICES

January 29, 2016

SVA Architects Inc.
3 MacArthur Place, Suite 850
Santa Ana, CA 92707

Attention: Tom Bardwell
Project Lead

Project: Lemonwood MPR Kitchen Design

Subject: Add Service #3 Proposal for Consulting Mechanical Engineering Services

We are pleased to submit this proposal for the consulting engineering services necessary for the design for the above project.

PROJECT SCOPE:

Mechanical:

1. Revise mechanical air distribution.

Exclusion:

Modifications to kitchen hood.

Plumbing:

1. Delete janitor's room.
2. Add Floor Sink for walk-in cooler.

FEE PROPOSAL:

The proposed fee for these services is Two Thousand Two Hundred dollars (\$2,200.00).

Reimbursables: Not included

Additional services will be provided as requested and will be charged on the basis of the following rates.

POSITION	RATE (HOURLY)
President	\$165
Sr. Project Engineer/ Manager	\$145
Project Manager	\$130
Design Engineer	\$120
Designer	\$105
CAD	\$95
Administrative	\$85
EXPENSES (where allowed)	
Mileage	\$0.575 per mile
Printing & Deliveries	\$7.50 per sheet plus delivery expenses



These fees and hourly rates include all charges for such items as telephone, local travel. If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records. Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Very truly yours,

Optimum Energy Design

Accepted for SVA Architects

By:.....

Date:.....

Abby Banerjee, P.E.
President



February 1, 2016

Mr Tom Bardwell

SVA formerly MVEI
3 MacArthur Place, Suite 850, Santa Ana, California 92707

Re: Proposal for Project Number: **2013-31C**
Oxnard_Lemonwood Campus

Dear Tom

As discussed Petra Structural Engineers (PSE) is pleased to provide you with a proposal for additional structural engineering services for the new Oxnard Lemonwood campus project. The additional services are due to kitchen redesigns by the district after the plans were approved by DSA.

Scope of Work:

- Provide structural engineering detailing for the new walk-in freezer replacing the walk-in cooler and Janitor room.
- Realign the dry storage room.
- Add a new water heater in the locker room.
- Support for the modified refrigeration rack.
- Support services for the design of the enclosed janitorial cabinet
- Provide design for a new outside Janitor room to be located at a later date.

We propose to provide the services for a lump sum fee of \$4,000.

Reproduction costs will be reimbursable at cost, mileage will be per IRS rates.

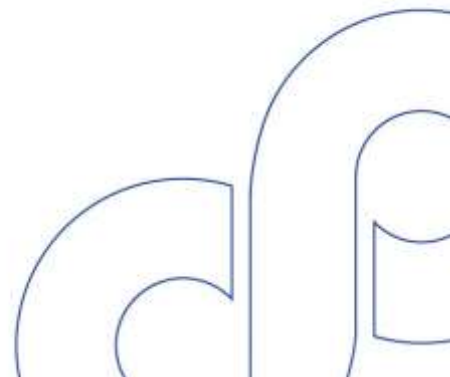
If you have any questions please do not hesitate to call me at 949-331-8475 or email me at psarkis@petrastructural.com.

Peter Sarkis S.E.

A handwritten signature in black ink, appearing to read 'Peter Sarkis', written over a horizontal line.

Accepted By

Tom Bardwell
SVA



TERMS AND CONDITIONS

A. Scope of Agreement

The parties to this Agreement are: Petra Structural Engineers (Herein also referred to as PSE), (Including: all Petra Structural Engineers', officers, directors, employees and Petra Structural Engineers' sub-consultants) and the party to whom the proposal letter is addressed, herein called the CLIENT. All provisions contained herein are applicable to the services and work product provided to the CLIENT and described within the proposal letter along with this statement of Terms and Conditions from Petra Structural Engineers, to the CLIENT.

B. Compensation

1. Invoices will be submitted monthly based on terms quoted within the proposal letter, and on the services rendered up to date of invoice issue. Invoices are due upon receipt. Invoices are considered past due 15 calendar days after invoice issue date.
2. All fees unpaid after 30 calendar days will subject to a late charge at a rate of 1 ½% per month based on the outstanding balance.
3. If the CLIENT fails to make payment when due for services and expenses, PSE reserves the right upon seven days written notice to the CLIENT, suspend performance of services under this agreement. Unless PSE receives payment in full within seven days of the date of the notice; the suspension shall take effect without further notice. In the event of a suspension of services, PSE shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services.

C. Reimbursable Expenses

Reimbursable expenses are in addition to the fees quoted within the Basic Services and include actual expenditures made by PSE in the interest of the project. They shall be billed at direct cost and are payable monthly as incurred. Reimbursable costs include, but are not limited to the following:

1. The cost of reproduction of all documents produced at the CLIENT's request for the project's behalf.
2. Travel expenses for site visits.
3. Fees and charges for services contracted on the project's behalf authorized by the CLIENT.
4. Expenses for materials authorized by the CLIENT and purchased on the project's behalf.
5. Messenger and other special delivery

D. Additional Services

Additional services are services that are not included in the scope of work.

The following items are considered additional services and shall be billed on a labor and expenses basis per our standard billing rates in effect at the time of service in addition to fees quoted for basic services. Written notification will be given before proceedings with any additional services.

1. Services resulting from additions or changes in magnitude of the project scope as described and agreed upon under the Agreement.

TERMS AND CONDITIONS

2. Redesign to reduce construction cost or to respond to third party comments after the design development phase is completed.
3. Redesign services required by major changes in architectural design after the design development phase has been completed.
4. Redesign services requested to accommodate particular construction materials, methods or sequences.
5. Structural design services related to Secondary Structural Elements and their attachments.
6. Services resulting from corrections or revisions required because of construction deviations from the work specified within the contract documents.
7. Design services related to re-designs necessitated by discovery of existing conditions which are different from conditions shown on original drawings or assumed existing conditions.

E. Construction Support Services

It is agreed that if professional services of PSE do not extend to or include the review or site observations of the Contractor's work or performance and if the CLIENT elects not to retain PSE to provide construction support services, the CLIENT will defend, indemnify, and hold harmless, PSE from any claim or suit whatsoever, including but not limited to all payments, expenses, or cost involved, arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

F. Ownership and Use of Documents

The Client acknowledges and agrees that the documents may be used only for this Project. Upon request, the Client will be provided with reproducible copies of the Documents. Documents produced by PSE under this agreement are instruments of service and shall remain the property of PSE. They shall not be used for any purpose or project except as defined within the Agreement, without express written agreement and appropriate compensation to PSE.

G. Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit Petra Structural Engineers, Inc's liability for the CLIENT's damages to the lesser of: PSE's fee or \$50,000.00.

H. Mediation

Claims, disputes or other matters in question between parties to this Agreement arising out of or relating to services rendered and/or the work product provided under this agreement shall be subject to mediation exclusive of legal counsel under the auspices of a recognized neutral third party professional mediation service or other mediation method acceptable to the parties prior to undertaking any other dispute resolution action. The cost of the mediation service shall be borne equally by both parties. A demand for mediation shall be made within thirty days after the claim, dispute, or matter in question has arisen.

In the event of a lawsuit between the parties under this agreement, such lawsuit shall be filed and tried only in a court of competent jurisdiction within Orange County, California. California law shall apply to any such proceeding.

I. Termination

This agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance of such other party, or if the project should be abandoned or indefinitely

TERMS AND CONDITIONS

postponed. In the event of such termination, PSE shall be compensated within 30 calendar days for all services rendered and all costs incurred up to date of termination, in accordance with the Compensation section of this Agreement. Any dispute regarding termination shall, along with all other issues, be resolved in accordance with the Mediation section of this Agreement.

J. Items to be furnished to PSE by the CLIENT

Unless specifically agreed otherwise, the CLIENT shall furnish the following information or items to PSE:

1. Written Geotechnical Report including all applicable foundation design recommendations.
2. Description of site conditions, including, topographic boundary and utility surveys, existing structures, etc.
3. Special design loads in excess of building code requirements.
4. Special environmental conditions and loads.
5. Weight, type and location of mechanical and electrical systems.

K. Exclusions

Structural design services as described within the proposal letter will be provided for the Primary Structural System. Services that are not necessary to the design of the Primary Structural System are not included in this Basic Services Agreement (BSA) unless specifically stated otherwise within the BSA.

1. Structural Design Services related to secondary structural elements and their attachments. Secondary structural elements are elements that are structurally significant for the function they serve but that do not contribute to the strength or stability of the primary structural system. Examples include:
 - a. Stairs. The Basic Services Agreement includes the framing necessary to provide floor and roof openings for stairs, but not the framing of the stairs themselves.
 - b. Curtain Wall Systems.
 - c. Architectural cladding systems such as pre-cast concrete panels and EIFS, and the design of metal stud walls to support these cladding systems. The Basic Services Agreement includes only the selection of the typical stud width and gauge in consultation with the architect. It does not include design of the studs and detailing window openings, corners, etc.
 - d. Supports and seismic bracing for mechanical, electrical, or plumbing systems.
 - e. Window washing systems and tie downs.
 - f. Mechanisms and guide systems for elevators, escalators, and other conveyor systems and associated operating equipment. (If it is necessary to provide secondary structural framing to brace elevator rails between floors, this work will be performed as an additional service.)
2. Structural design services related to non-structural elements and their attachments. These are defined as all elements of a building that are not Secondary Structural Elements and are not part of the Primary Structural System, such as interior architectural partitions and ceilings, and other architectural systems.
3. Structural design of site-work elements exterior to and non-contiguous with the building such as retaining walls, culverts and bridges, landscape features such as benches, fountains, pools, signs, etc.
4. Review of design drawings or specifications prepared by others to determine adequacy of anchorage of non-structural or secondary structural elements.
5. Special dynamic analysis or floor vibration response analysis for footfall or vibratory equipment.
6. Field investigation of existing buildings and structures including surveys of existing construction, on or adjacent to the site.

TERMS AND CONDITIONS

7. Preparation of documents for bid alternates.
8. Special inspections as defined in Section 1701 of the California Building Code.
9. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures.
10. Filing application for and/or obtaining a building permit.
11. Cost estimating and/or quantity take-offs.
12. Preparation of "as-built" or record set of drawings after completion of the project.
13. Responding to questions from third party engineering reviews. Lenders, insurance companies and potential buyers often conduct these reviews.

L. Verification of Existing Conditions

In as much of the construction in or adjacent to existing buildings requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the CLIENT will hold harmless, Indemnify and defend PSE from and against any and all claims arising out of actions taken based on assumptions made regarding existing conditions.

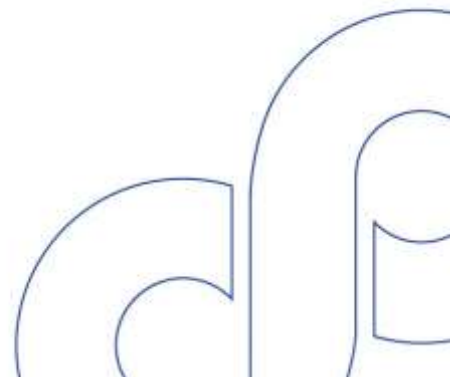
M. Payments Withheld

No deductions shall be made from PSEs compensation on account of claims of penalty, liquidated damages, and/or negligent errors or omissions in performance of professional services performed by Petra Structural Engineers, Inc under this agreement except pursuant to a mediated agreement, an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association, or judicial award.

N. Hourly rates:

The following are Petra Structural Engineers, Inc. current personnel hourly billing rates:

<u>Item</u>	<u>Billing Rate (\$/hour)</u>
Principal	\$ 165.00
Project Manager	\$ 150.00
Project Engineer	\$ 115.00
CAD Drafter	\$ 75.00
Clerical	\$ 50.00





January 28, 2016

FOOD SERVICE DESIGN AGREEMENT

This agreement between **Webb Foodservice Design** and

SVA Architects
3 MacArthur Place Suite 850
Santa Ana, CA 92707

Webb Foodservice Design agrees to furnish Design Services for:

Lemonwood Elementary School (Redesign)
Oxnard, CA

PROJECT DESCRIPTION & SCOPE:

SVA Architects (SVA) has requested a foodservice re-design proposal from Webb Foodservice Design (Webb) for the Lemonwood Elementary School project. Webb and SVA have completed the DSA submittal phase of this project, which includes a foodservice kitchen and servery. The Oxnard School District has requested changes to the foodservice layout to include an additional walk-in freezer and working counter space within the allocated kitchen space.

We will provide foodservice updated contract documents to include; plans, equipment specifications, and equipment budget costing. We will assist the design team in the coordination and development of the re-design documents, and DSA resubmittal. All drawings will be completed in Revit (LOD-300) format.

RE-DESIGN PHASE:

- Participate in a preliminary meeting with district representative to discuss potential changes and revisions. (Completed)
- Participate in a re-design verification meeting to confirm changes based on the original program.
- Coordinate changes with design team (Architectural, MEP, & Structural)
- Update equipment floor plan (itemized).
- Update equipment schedule (itemized w/ utility requirements).
- Update plumbing rough-in plan (itemized & dimensioned).
- Update electrical rough-in plan (itemized & dimensioned).

**Foodservice
Design**

P 714.508.1880
130 S. Prospect Ave., Tustin, Ca 92780
webbfd.com

- Update refrigeration system plan (conduit & rough-in's).
- Update building works plan (floor depressions, exhaust connections, & wall backing).
- Update custom equipment elevations (itemized & dimensioned).
- Update custom equipment details and sections.
- Provide updated cut sheets for non-custom equipment.
- Revise section 11 4000 equipment specifications (itemized).
- Update food service equipment opinion of probable cost (itemized budget).
- Coordination with design team for the following:
 - Constructability and review comments
 - Equipment information to structural engineer

PLAN CHECK:

Upon completion and approval of the revised construction document phase we will provide the following:

- Coordination of DSA re-submittal requirements.
- DSA back check corrections (responses and changes).

MEETINGS:

All meetings for the re-design effort will occur via conference as listed above.

FEE SCHEDULE:

The fees for the above services are as follows:

Foodservice Design:	
Re-Design	\$4,500.00
Plan Check (re-submittal)	Included
Total	\$4,500.00

REIMBURSEMENT CHARGES:

Plotting (Per Sheet) \$5.00	Agency Fees
Mileage 54 cents Per Mile	Lodging and Subsistence
Courier Cost	Rental Car
Reproduction Costs	Travel from Orange County Airport

HOURLY COMPENSATION RATES:

Principal	\$200.00
Design/Creative Director	\$175.00
Project Manager	\$150.00
Associate Project Manager	\$135.00
Job Captain	\$120.00
Drafting/Secretarial	\$80.00

PAYMENT:

Per AIA Document.

Revisions after completion of approved design and/or designer services not specified above will require an additional fee.

Expenses incurred on the project, including but not limited to plan check fees, printing and copying costs, outside consultants, travel and subsistence, mailing and courier costs etc. shall be invoiced at cost plus 15% handling fee. The client agrees to reimburse such expenses upon receipt of invoice.

DESIGN PHASING: Proper and precise architectural planning, phasing and documentation require that the food service consultants complete their scope of work for use by other disciplines in advance of the project schedule. Therefore, it is understood Webb Foodservice Design will invoice, and expect payment, upon completion of its work, i.e. schematic design, design development, etc., separate from the typical architectural billing sequence.

LIMITATIONS:

This proposal is subject to acceptance within ninety (90) days from the date listed within.

Should the project be cancelled or stopped, the hourly rates indicated above will apply for all work performed to date and will be due at that time of cancelation, as well as, any reimbursable expenses incurred.

Should the project be postponed and then restarted in a period exceeding ninety (90) days from the date of written notice of stop work, we reserve the right to renegotiate our fee.

AGENTS RESPONSIBILITIES: Agent is defined as SVA Architects

- A. Agent and/or agents architect shall provide all information and architectural plans concerning requirements for the project and/or building.
- B. It is understood that the construction documents, plans and designs provided by Webb Foodservice Design under the terms of this contract are neither architectural, nor structural in nature and pertain only to the requirements of the fixtures and equipment necessary to the operation of the food service facility. The plans shall not include structural, mechanical, acoustical, electrical, heating, ventilation and air conditioning engineering.
- C. Agent and/or agents architect shall deliver plans to appropriate agencies for their approval. Webb Foodservice Design will assist in plan check responses, revisions and changes.
- D. Foodservice design is not a licensed or registered profession; therefore the drawings and specifications cannot be stamped or signed. If plans and specifications are required to be stamped or signed, it will become the responsibility of the project architect.

COPYRIGHT:

All documents, designs and specifications are the property of Webb Foodservice Design and are fully protected under current copyright laws.

LIMITATION OF LIABILITY:

COMPENSATION. NEITHER WEBB FOODSERVICE DESIGN AND ITS CONSULTANTS, NOR THEIR AGENTS OR EMPLOYEES SHALL BE JOINTLY, SEVERALLY OR INDIVIDUALLY LIABLE TO THE OWNER OR CLIENT IN EXCESS OF THE COMPENSATION TO BE PAID PURSUANT TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE NOT AMOUNTING TO A WILLFUL OR INTENTIONAL WRONG.

LAW THAT IS GOVERNED:

This agreement is governed by the law of the principal, place of business of Webb Foodservice Design 130 S. Prospect, Tustin, California 92780.

AMENDMENT TO AGREEMENT AND OTHER AGREEMENTS:

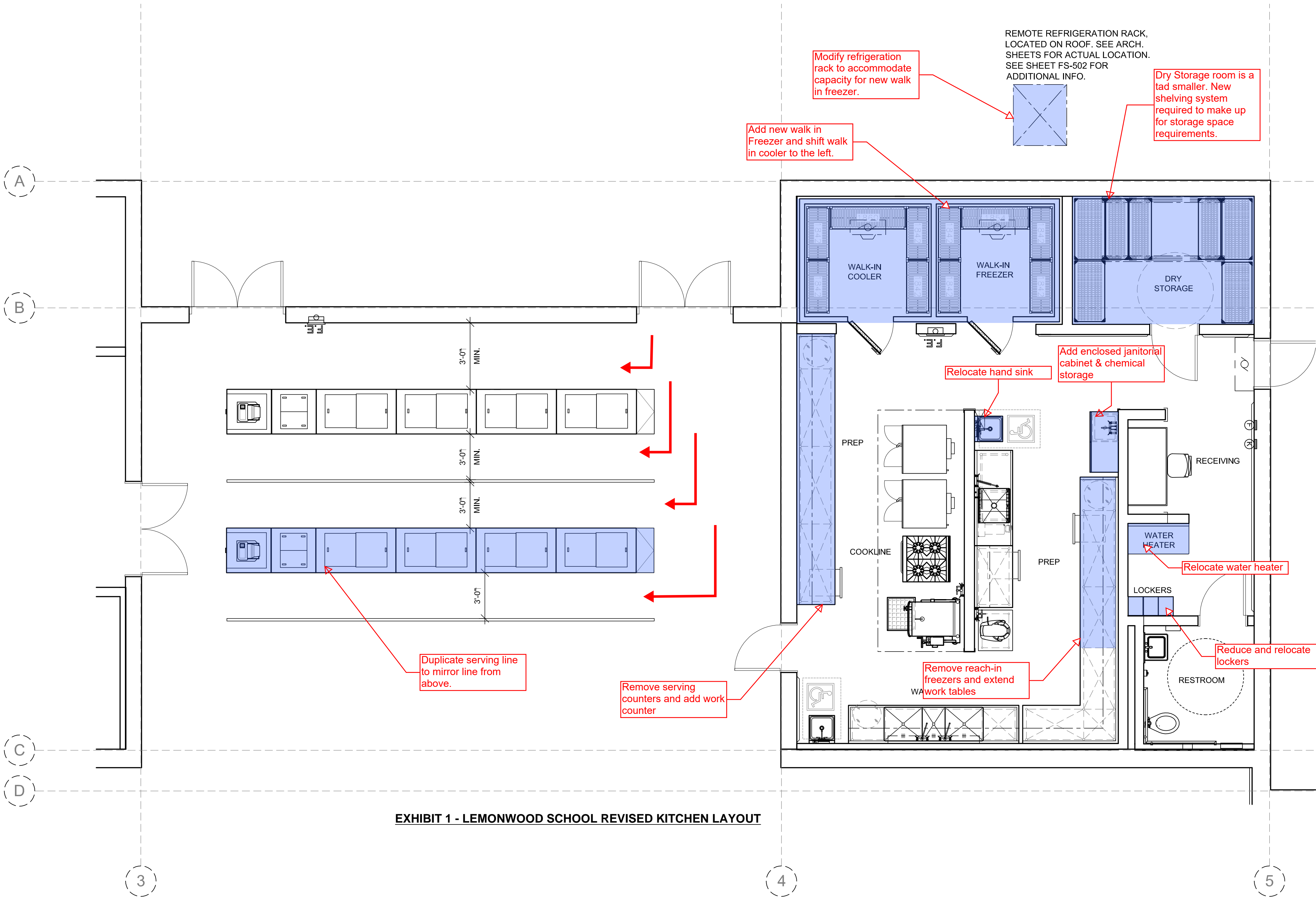
This agreement can only be amended by a written document signed by both parties and supersedes any oral or written agreements arrived at prior to this agreement.

Webb Foodservice Design

SVA Architects

Gina M. Brinegar, CFSP
Managing Principal

Accepted by:
Date:



Modify refrigeration rack to accommodate capacity for new walk in freezer.

REMOTE REFRIGERATION RACK, LOCATED ON ROOF. SEE ARCH. SHEETS FOR ACTUAL LOCATION. SEE SHEET FS-502 FOR ADDITIONAL INFO.

Dry Storage room is a tad smaller. New shelving system required to make up for storage space requirements.

Add new walk in Freezer and shift walk in cooler to the left.

Relocate hand sink

Add enclosed janitorial cabinet & chemical storage

Relocate water heater

Reduce and relocate lockers

Duplicate serving line to mirror line from above.

Remove serving counters and add work counter

Remove reach-in freezers and extend work tables

EXHIBIT 1 - LEMONWOOD SCHOOL REVISED KITCHEN LAYOUT

Amendment No. 1 to Architect Services Agreement No. 12-231

The Architect Services Agreement No. 12-231 ("Agreement") entered into on May 15, 2013, by and between the Oxnard School District ("District") and SVA Architects, Inc., formerly known as MVE Institutional ("Architect"), is hereby amended by the Parties as set forth in this Amendment No. 1 to Architectural Services Agreement No. 12-231 ("Amendment").

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 3 of the District's Facilities Implementation Plan, otherwise referred to as the Lemonwood K-8 Reconstruction Project ("Project");

WHEREAS, the Architect has completed the design work for the Project and has submitted the construction documents to the Division of the State Architect ("DSA") for review and approval;

WHEREAS, DSA is currently reviewing the Project and the District and Architect anticipate receiving DSA Approval no later than early July 2015;

WHEREAS, the District is considering accelerating the construction of the new Lemonwood K-8 School consistent with the District's original schedule for the Project;

WHEREAS, the Board of Trustees has considered the vision statement for the Early Childhood Development Center at Lemonwood ("ECDC") and has directed CFW to proceed with the design of the ECDC;

WHEREAS, the Board recognizes that there are schedule and design efficiencies that may be achieved by amending the existing contract with Architect to include the additional ECDC work because of Architect's familiarity with the site, ongoing work on the Lemonwood reconstruction, and reuse of preexisting work product applicable to the facility

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to strike SECTION 3 of the Agreement and replace it with the following amended language:

SECTION 3: THE PROJECT. The definition of Project is expanded to include the additional proposed Early Childhood Development Center more fully described in Exhibit "A", consisting of reconfiguring Building 3, a six-room facility, to include five (5) flexible 21st Century Kindergarten, Transition Kindergarten and/or Pre-school classrooms, including indoor activity space, shared toilets, hand washing stations, shared workroom/storage and kitchenette area (hereinafter, "Amended Project"). Incorporated herein, to the extent that it is not inconsistent with the terms of this Amendment or the original Agreement, as Exhibit "F" is Architect's description of additional services related to the ECDC Project.

**Amendment No. 1 to Architect
Services Agreement No. 12-231**

The Parties agree to add a new SECTION 5.2a to the Agreement as follows:

SECTION 5.2a. Additional Compensation for ECDC. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:


Ninety-Three Thousand Nine Hundred Fifty Dollars and No Cents (\$93,950.00)

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No 12-231 entered into and executed by the Parties on May 15, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions identified in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 1 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: 
Dr. Cesar Morales, Superintendent

9-9-15
Date

SVA ARCHITECTS, Inc.

By: 
Robert M. Simons, AIA

8.20.15
Date

OSD #12-231

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

JUNE 5, 2013

FOR

PROJECT 3 – LEMONWOOD RECONSTRUCTION

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

JUNE 5, 2013

FOR

PROJECT 3 – LEMONWOOD RECONSTRUCTION

TABLE OF CONTENTS

PREAMBLE4
RECITALS.....4
AGREEMENT4

SECTION 1: GENERAL PROVISIONS4
1.1 DEFINITIONS.....4
1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS9

SECTION 2: EMPLOYMENT OF ARCHITECT.....9
2.1 EMPLOYMENT OF ARCHITECT9
2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES9
2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.....9

SECTION 3: THE PROJECT10

SECTION 4: SERVICES.....10
4.1 BASIC SERVICES10
4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES.....10
4.3 ADDITIONAL SERVICES13

SECTION 5: ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE.....13
5.1 COMPENSATION FOR BASIC SERVICES.....14
5.2 COMPENSATION FOR ADDITIONAL SERVICES14
5.3 DISPUTED AMOUNTS.....15
5.4 COMPENSATION FOR REIMBURSABLE SERVICES.....15
5.5 INVOICES16

SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION.....17
6.1 TERMINATION BY DISTRICT17
6.2 ARCHITECT DEFAULT18
6.3 DISTRICT REMEDIES.....19
6.4 TERMINATION BY ARCHITECT20
6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT20

SECTION 7: DUTIES AND LIABILITIES OF DISTRICT20
7.1 DUTIES20
7.2 LIMITATION ON LIABILITY OF DISTRICT22

SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES22
8.1 CONSTRUCTION BUDGET.....22
8.2 ESTIMATED PROJECT CONSTRUCTION COST22

SECTION 9: PROJECT SCHEDULE23
9.1 SCHEDULE23

SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE.....23
10.1 OWNERSHIP23
10.2 REUSE BY DISTRICT24

10.3	COPYRIGHT.....	25
10.4	TECHNOLOGY USED.....	25
10.5	DELIVERABLES UPON TERMINATION	25
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.....	25
SECTION 11: INDEMNIFICATION AND INSURANCE		25
11.1	INDEMNIFICATION	25
11.2	INSURANCE.....	26
SECTION 12: DISPUTE RESOLUTION.....		29
12.1	RESOLUTION OF CLAIMS	29
12.2	RESOLUTION OF OTHER DISPUTES	29
12.3	SUBMISSION OF A CLAIM.....	29
12.4	CLAIMS RESOLUTION PROCESS	30
12.5	NON-WAIVER OR RELEASE.....	31
SECTION 13: NOTICES.....		31
13.1	NOTICES	31
SECTION 14: REPRESENTATIONS OF THE ARCHITECT		31
14.1	REPRESENTATIONS OF THE ARCHITECT.....	32
14.2	COMPLIANCE WITH LAWS.....	32
14.3	SUPPLEMENTAL CONDITIONS.....	33
SECTION 15: MISCELLANEOUS PROVISIONS		33
15.1	SUCCESSORS AND ASSIGNS	33
15.2	SEVERABILITY	34
15.3	ENTIRE AGREEMENT	34
15.4	GOVERNING LAW AND VENUE.....	34
15.5	NON-WAIVER	34
15.6	INDEPENDENT CONTRACTOR	34
15.7	NO ASBESTOS CERTIFICATION	34
15.8	NON-DISCRIMINATION.....	34
15.9	NO THIRD PARTY BENEFICIARY.....	35
15.10	ASSISTANCE OF COUNSEL.....	35
15.11	AUTHORITY TO EXECUTE.....	35
15.12	HEADINGS	35
15.13	EXECUTION IN COUNTERPARTS.....	35
EXHIBIT A		PROJECT
EXHIBIT B		BASIC SERVICES AND DESCRIPTION OF SUBMITTALS
EXHIBIT C		DELIVERABLES
EXHIBIT D		INVOICE APPROVAL LETTER & COVER SHEET
EXHIBIT E		FINGERPRINTING REQUIREMENTS

AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 5th day of **June, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **3 MacArthur Place, Suite 850, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1** **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
- 1.1.1** “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
- 1.1.2** “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
- 1.1.3** “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
- 1.1.4** “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.
- 1.1.19 **“Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 **“Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 “Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 “Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 “Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District’s facilities Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specification approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4

SERVICES

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District Staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The project will be managed through the Primavera Contract Management System project management software from design through closeout. Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits B and C**.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5

ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million Eight Hundred Ninety-Nine Thousand Three Hundred Twelve Dollars No Cents (\$1,899,312.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<u>Architectural Phases</u>	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect’s Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District’s Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

5.4.2.1 **Travel and Mileage.** Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit B**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 3 – LEMONWOOD RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final

invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.
- 7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

- 7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.
- 7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.
- 7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.
- 7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

- 7.2.1** Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

- 8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.
- 8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1** Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2** Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2** **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1** **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect’s expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, Chief Operating Officer
6425 Christie Ave., Suite 270
Emeryville, CA 94608

TO ARCHITECT:

With original copy to:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South A St.
Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment,

transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 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 Agreement or in any way to affect the terms and provisions set forth herein.

15.13 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.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Robit J. Smith
Title: G. 4. 13 President

District

By: J. Chen
Title: SUPERINTENDENT

Date: 4.4.13

Date: _____

EXHIBIT "A"

PROJECT

April 5, 2013
Robert Simons, Principal
MVE Institutional
3 MacArthur Place Suite 850
Santa Ana, CA 92707

Architect Selection Package for Project 3 – Lemonwood Elementary School

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #3: Lemonwood campus replacement**. This project is herein referred to as "Project 3". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 3 Summary

Project 3 includes a new elementary school campus to be designed and constructed on the same site where the existing school is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished, reconfigured, or replaced as required to implement the approved design. As part of the reconfiguration of the existing campus, a portion of the existing facilities may be retained and modernized.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant. In certain instances design strategies and efforts can help qualify for additional funding resources. Proposals that reflect creative strategies to obtain increased state funding are encouraged.

The Facilities Implementation Program provides specific direction that team members must follow for completing this project per a detailed master budget, schedule and timeline. All team members must also conform to the procedures and guidelines outlined within the previously distributed Program Implementation Handbook.

The reconstruction project must be completed and ready for occupancy by March 2017 concurrent with the District's timeline for State grant funding and educational program reconfiguration. In order to meet this timeline, this project must be prepared for DSA submittal as soon as possible for completion of the project to occur by the March 2017 deadline.

To assist the project team in meeting this timeline, the District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on

November 6th, 2012, and the Board has since completed a series of workshops to establish the implementation parameters. Project 3 follows the findings of the Facilities Implementation Program that concluded the District's oldest K-5 school sites warrant full replacement with new facilities where funding is available, and the cost of sufficient modernization exceeds 50% of the cost of new facilities.

Detailed Description

Enclosed in this package is a detailed description of Project 3, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Lemonwood campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review this detailed Architect Selection Package and submit your response by Monday, April 29, 2013 @ 4:00pm in .pdf format via email to: Jeff Threet, Senior Program Manager, Caldwell Flores Winters, Inc., jthreet@cfwinc.com.

If you have any questions, please direct them to Jeff Threet, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 3
Reconstruction of Lemonwood School

Prepared by:

Caldwell Flores Winters

6425 Christie Avenue, Suite 270

Emeryville, CA 94608

1901 Victoria Avenue, Suite 106

Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

I. DETAILED DESCRIPTION: PROJECT 3 - DESIGN & RECONSTRUCT LEMONWOOD K-8 SCHOOL

PROJECT REQUIREMENTS

The project includes the demolition of the existing school and construction of a new school on the existing 9.9 acre site. Lemonwood Elementary School currently serves approximately 885 students in grades K-6. Lemonwood is planned to be reconfigured to serve up to 900 students in grades K-8. The school was constructed in 1981 and last modernized in 2004. The new Lemonwood campus will be built on the same campus as the existing school and will be constructed while the existing campus is occupied.

The new campus will need to house 900 students per State standards in grades K-8 including 28 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), 3 science/flex lab classrooms (1,200 square feet each), and 2 special education classrooms (960 square feet each). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Latitude for consideration of two story construction for portions of the new campus by the design team is acceptable, but not a requirement. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work, some of which may occur after the completion of the new school facility.

The total "all in" budget for the site is \$31,402,250 including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next 5 years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than April 18, 2014. Funding for construction will rely on the State's 50/50 new construction program. The construction schedule is dependent upon the receipt of funds from the State. Per projected State Aid timelines, construction is scheduled to commence on July 20, 2015 and be substantially complete by February 7, 2017. This schedule may be adjusted should funds be received sooner.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

SITE BACKGROUND & COMMUNITY

Established in 1981, Lemonwood Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs to empower students, build strong communities, and ensure the safety and wellbeing of all the families that comprise the Lemonwood attendance area.

The design team should be thoroughly familiar with the revised K-8 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the

unique qualities and opportunities available to future parents and their children, should they choose the Lemonwood K-8 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote student success, community integration, and effective 21st century learning environments for students, while enhancing the existing community.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

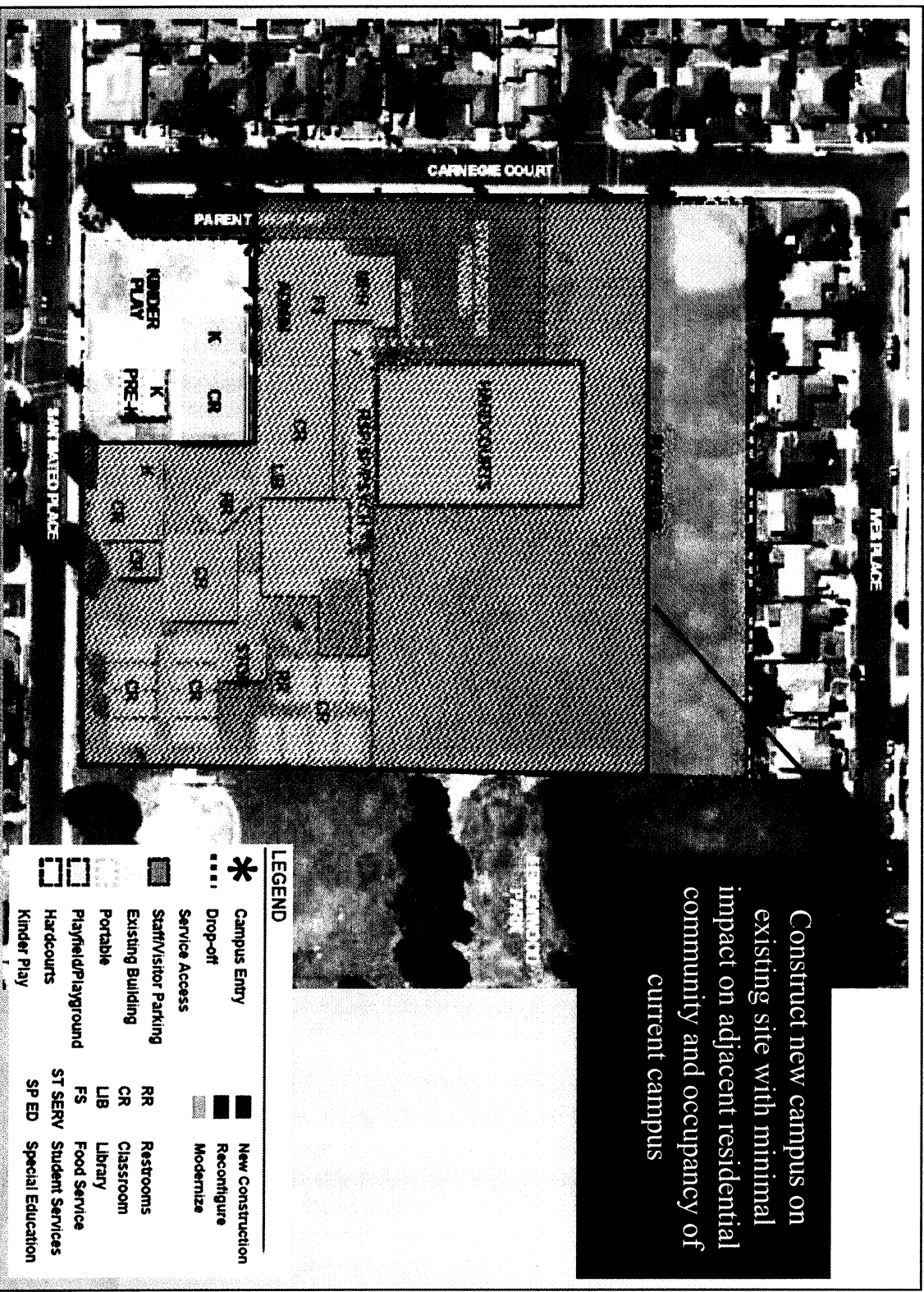
It is important for the design team to be mindful of the culture and character of the Lemonwood community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

SITE MAP

The diagram below is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. At this point there is a desire to preserve the location of existing facilities that may best accommodate a kindergarten and preschool environment as indicated.

A plan for the interim use of the existing K-6 Lemonwood facilities to house a K-8 educational program is underway and will be in full functional use by the opening of school in August 2014. The student population will be relocated to the new K-8 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities.

Lemonwood Site Map



Construct new campus on existing site with minimal impact on adjacent residential community and occupancy of current campus

LEGEND

Campus Entry	New Construction
Drop-off	Reconfigure
Service Access	Modernize
Staff/Visitor Parking	RR Restrooms
Existing Building	CR Classroom
Portable	LIB Library
Playground/Playground	FS Food Service
Hardcourts	ST SERV Student Services
Kinder Play	SP ED Special Education

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The below specifications reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

New Lemonwood K-8 School			
<i>Design & Reconstruct School to K-8 Specifications</i>			
<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Demolition	35,000	sf	35,000
Classrooms			27,360
Classrooms - Estimate 28 rms @ 960 sf ea.	26,880	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
6th-8th Science & Electives	-		3,800
Science/Flex lab 3 @ 1,200 sq. ft.	3,600	sf	
Prep/Workroom	200	sf	
Special Education	-		2,435
Special Ed Classroom	1,920	sf	
Independent Living Skills	320	sf	
Laundry/Storage Room	100	sf	
Toilet/Changing Room	95	sf	
Administration	-		4,915
Lobby/Public Waiting	400	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Asst. Principal's Office	300	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Counselor's Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Media Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room	-		6,375
Multi-Purpose Room	4,400	sf	
Chair Table Storage	300	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Physical Education	-		800
Changing Rooms	600	sf	
PE Equipment Storage	200	sf	
Food Service	-		4,500
Serving/Prep Kitchen	450	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	3,600	sf	
Custodial Services	100	sf	
Restrooms	2,800	sf	2,800
Sitework			357,000
Parking Lot/Circulation	90,000	sf	
Walkways on Campus	12,000	sf	
Utilities	1	ls	
Play Courts	60,000	sf	
Play Fields (4 acres)	175,000	sf	
Landscaping	20,000	sf	
Total Quantity	419,125	sf	419,125
	Total Hard Costs		\$19,983,250
	Total Soft Costs		\$8,564,250
	Total Contingency		\$2,854,750
TOTAL BUDGET			31,402,250

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

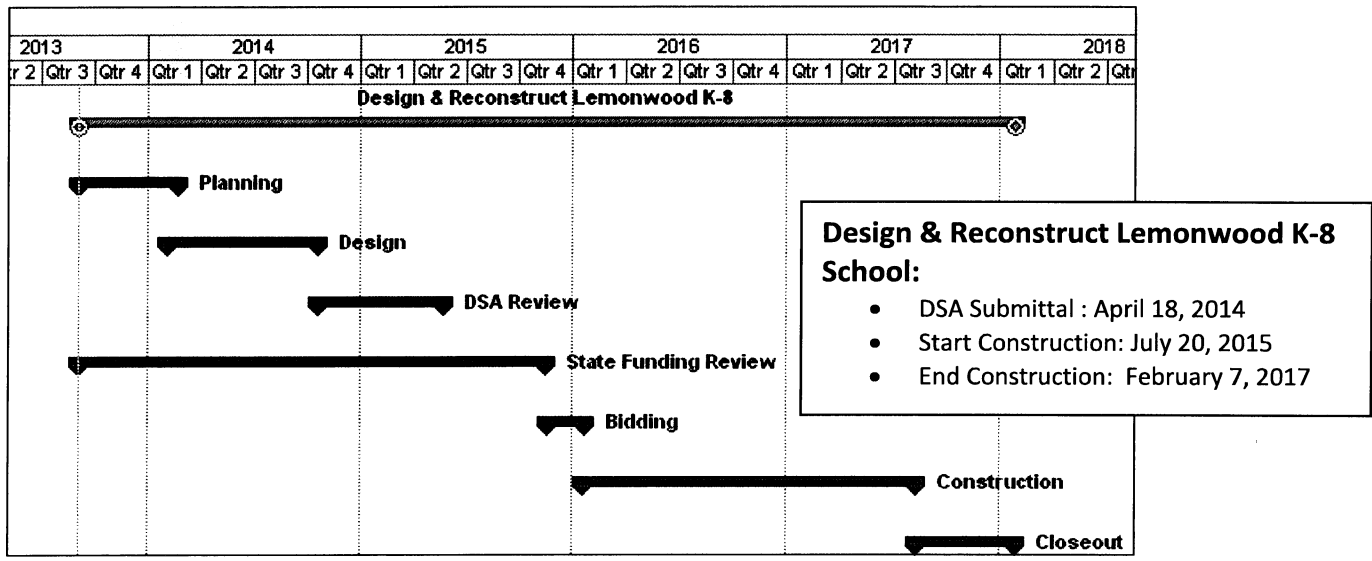
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor’s fee, consulting services, testing & inspection services, agency approval fees, etc.

Lemonwood School K-8

Project	Year	Budget
Design & Reconstruct Lemonwood K-8	2014/16	
Demolition		\$1,155,000
Sitework		\$8,209,143
Classrooms		\$9,888,686
Kindergarten		\$2,035,314
6th-8th Science & Electives		\$1,463,000
Special Education		\$880,079
Administration		\$1,776,421
Media Center		\$975,857
Multi-Purpose Room		\$2,504,464
Physical Education		\$314,286
Food Service		\$990,000
Restrooms		<u>\$1,210,000</u>
		\$31,402,250
Est. Total		\$31,402,250

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District’s fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool. The approved Architectural Selection Process is prescriptive in nature to ensure that each individual proposal is evaluated to a common standard and approval criteria.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Lemonwood site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Lemonwood elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 3. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Jeff Threet, Sr. Program Manager, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Lemonwood site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted.

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 3 selection package sent to prequalified firms: April 5
- Participating teams notify CFW of their intent to provide a proposal: April 9
- Participating teams submit final proposals: April 29, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: May 2-3
- Conduct site visits: May 7-9
- Final selection to be announced to winning firm: May 10
- Executed Contract returned: May 14
- Board action on recommendations: May 15 (Regular Board meeting)
- Notice of Award issued and commencement of architectural services: May 20

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Lemonwood project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 3 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 3. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above.
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review a completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 3 (maximum of 4 pages of drawings per proposed “re-use” project site). Submit in .pdf format via email to Jeff Threet at jeff.threet@cfwinc.com by no later than 4:00pm PDT, Monday April 29, 2013.

The Project is Amended As Follows:

Background

The proposed "re-use" design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium ("MPR/Gym") from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

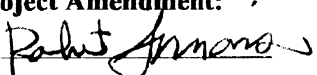
Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

Acceptance of Project Amendment:

Accepted by MVEI 

Accepted by District 

The Project is Amended As Follows:

Background

The proposed “re-use” design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium (“MPR/Gym”) from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

Acceptance of Project Amendment:

Accepted by MVEI  Accepted by District _____

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
 - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping

- (d) Temperature control zoning.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
- (iii) Ductwork and piping should be substantially located and sized.
- (iv) Devices in ceiling should be located.
- (v) Legend showing all symbols used on drawings.
- (vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

- (i) Calculate overall approximate electrical loads.
- (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.

- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.
- (5) Civil:
 - (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

- (6) Landscape:
 - (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

- (7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

- (8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

- (9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

- (10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

- (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
 - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.
- (viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

(ii) Structural:
Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:
(a) Mechanical load calculations complete and all piping and ductwork sized.
(b) Large scale mechanical details should be substantially complete.
(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:
(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
(c) All electrical equipment schedules should be virtually complete.
(d) Special system components should be located on plans.

(v) Civil:
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:
(a) Completed site plan.
(b) Completed floor plans, elevations and sections.
(c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.
- (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
 - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"

DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 3: Lemonwood Reconstruction

Architect of Record: MVE Institutional, Inc.

MVE Institutional, Inc. ("MVEI") has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc., and Executive Director of Facilities, Jorge Gutierrez.

By signing below, a representative of MVEI, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and is an accurate representation of the percent work completed for the phase identified in the invoice.

MVE Institutional, Inc.

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Jorge Gutierrez
Executive Director, Oxnard School District

Lisa Franz
Director of Purchasing, Oxnard School District

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFWI)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tyler Middlestadt (tmiddlestadt@cfwiinc.com)

PROJECT: **PROJECT #3 - Lemonwood Reconstruction**

PROJECT TYPE: **New Construction/Reconstruction**
 DATE OF INVOICE: _____
 INVOICE #: _____
 BILLING PERIOD OF INVOICE: _____
 PERIOD COVERED: _____
 PO #: _____

SUBCONTRACTOR: **MVE Institutional, Inc.**
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	\$1,888,312.00	0%	\$0.00	0		\$0.00
2	6210-R	Base Contract - Re-imbursables	Architectural Services	\$37,966.00	0%	\$0.00	0		\$0.00
SUBTOTALS				\$1,926,278.00	\$0.00	\$0.00	\$0.00	%VALUE:	\$0.00

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS:	\$0.00
TOTAL DUE THIS INVOICE:	\$0.00

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the **PRE-RETENTION** value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (umiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE:

All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **March 2, 2016**

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 Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8 (Vaca)

EXECUTIVE SUMMARY:

Presented for your consideration are the revisions of five job descriptions. If approved, it will allow the Oxnard School District to comply with the experience requirement for Administrative Preliminary Credentials, effective for applications with an issuance date of July 1, 2013 or later. Candidates must provide verification of five years of full-time teaching and/or service experience to qualify for an initial Preliminary Administrative Services Credential (PASC) or Certificate of Eligibility (CE). Furthermore, additional language added to the job descriptions will allow District administrators to better serve the students, parents, teachers, principals, other support personnel, and community.

Previous Title:	Revised Title:
Assistant Principal	Assistant Principal (no change)
Principal, Elementary	Principal, Elementary (no change)
Master Principal, Elementary	Master Principal, Elementary (no change)
Principal, Jr. High	Principal, Middle School/K-8
Master Principal, Jr. High	Master Principal, Middle School/K-8

FISCAL IMPACT:

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job descriptions, as described.

ADDITIONAL MATERIAL(S):

- Revised Job Description: Assistant Principal (3 pages)
- Revised Job Description: Principal, Elementary (3 pages)
- Revised Job Description: Master Principal, Elementary (3 pages)
- Revised Job Description: Principal, Middle School/K-8 (3 pages)
- Revised Job Description: Master Principal, Middle School/K-8 (3 pages)

GOAL (S):

- **DISTRICT GOAL ONE:** *All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students For College and Career Opportunities.*

HUMAN RESOURCES & SUPPORT SERVICES

Title: Assistant Principal

- Qualifications:**
1. A Master's Degree
 2. A valid and appropriate ~~Administration~~ *Administrative e*Credential or an appropriate Supervision *e*Credential in compliance with the provisions of *Administrative Code 80125-80127*, and *Education Code 44270*.
 3. A minimum of **3 5** years of successful, full-time public school teaching experience.
 4. ~~A minimum of 1 year of successful, full time K-12 public school administration experience.~~
 4. Possess the following personal qualities:
 - a. ability to meet district standards for physical and mental health.
 - b. evidence of good moral character.
 - c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance.
 5. Such alternatives to the above qualifications as the district may find appropriate and acceptable.

Report to: Designated Principal

Supervises: Certificated and classified staff as assigned.

Job Goal: To assist the principal in fulfilling his/her major responsibilities as chief administrative officer and educational leader of the school; act as the principal in *the* principal's absence from the school; assist in the development, implementation, evaluation and improvement of school district programs, policies and procedures.

Performance Responsibilities:

The Assistant Principal shall assume the role of a site administrator during his/her absence and assist the principal in appropriate administrative areas. Duties of the Assistant Principal shall include, but are not necessarily limited to, the following:

1. Assists the principal in the evaluation and supervision of all regular and substitute certificated personnel and classified personnel assigned to the school.
2. Assists certificated staff through clinical supervision and related inservice in developing competence in the strategies of clinical instruction.
3. Assists in the development of performance objectives relating to expected standards of student's academic achievement.
4. Assists in providing direction and evaluation toward the improvement of the educational program at the school.
5. Assists in developing evaluation criteria and assumes responsibility for measuring performance of students.
6. Assists the principal in developing curriculum and interpreting it to students, parents, and members of the community.
7. Maintains communication with the principal relating to problems, concerns, activities and achievements of students and staff.

HUMAN RESOURCES & SUPPORT SERVICES

8. Maintains communication between students, parents, staff and the general community.
9. Confers with pupils (and their parents) who exhibit severe academic, social, or emotional problems that adversely affect optimum educational development.
10. Supervises the attendance of students and notifies parents and other agencies of attendance problems when necessary.
11. Counsels students concerning personal and school problems.
12. Suspends pupils when circumstances justify such disciplinary action.
13. Supervises the maintenance of various records pertaining to student behavior and referrals and provides summaries or written referrals to appropriate agencies.
14. Works with students, parents, community, and government agencies on problems relating to school attendance, truancy and substance abuse.
15. Assists with playground supervision.
16. Insures that teachers receive adequate and appropriate educational materials.
17. Serves as a member of the management staff.
18. Assumes administrative and supervisory responsibilities of the school in the absence of the principal when designated to do so.
19. Assists with all school-wide testing and monitoring of student achievement.
20. Assists with student activity programs that improve student performance and achievement.
21. Performs other duties as directed by the designated principal.
22. *Ensures technology is used consistently as a tool to aid in student learning.*
23. *Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.*

Term of Employment:

~~This shall be an eleven-month position with salary and benefits established annually by the Board of Trustees.~~
Assistant Principals assigned to elementary schools shall work 205 duty days. Assistant Principals assigned to middle/K-8 schools shall work 210 duty days. The adopted work year, salary and benefit schedule will be found in ~~District Policy~~ *the most current Site Administrator Compensation and Benefit Program.*

Evaluation:

The evaluation and assessment of performance of the Assistant Principal will be conducted annually by the ~~p~~Principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District ~~Board~~ Policy.

HUMAN RESOURCES & SUPPORT SERVICES

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

OXNARD SCHOOL DISTRICT

Board Policy Adopted: July 18, 1979; Revised: July 25, 1979; March 28, 1984; June 6, 1984; July 26, 2000; April 6, 2011 (Action Item D.2);

Board Approved revision: March 2, 2016;

HUMAN RESOURCES & SUPPORT SERVICES

Title: **Principal, Elementary**

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~; and/or public school administrative or supervisory experience. A minimum of 3 of the 5 years must be experience as a full-time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. ***Full-time K-12 public school administration experience preferred. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)***
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Services~~ ***Superintendent or Designee***

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.
2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel, in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.
8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

HUMAN RESOURCES & SUPPORT SERVICES

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school, in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
14. Assists in the recruiting, screening, hiring and assigning of district personnel.
15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
16. Maintains positive human relations skills which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
19. *Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.*
20. *Ensures technology is used consistently as a tool to aid in student learning.*

Term of Employment:

Principals assigned to elementary schools shall work 210 duty days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in 7201BP. ***the most current Site Administrator Compensation and Benefit Program.***

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the ~~Assistant Superintendent, Educational Services~~ ***Superintendent or Designee***, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District ~~Board~~ Policy 7230.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

HUMAN RESOURCES & SUPPORT SERVICES

Oxnard School District

Board Policy Adopted: April 2, 2008;

Board Approved revision: March 2, 2016;

HUMAN RESOURCES & SUPPORT SERVICES

Title: Master Principal, Elementary

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~and/or public school administrative or supervisory experience. A minimum of 3 of the of 5 years must be experience as a full time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. ***A minimum of 5 years of successful, full-time K-12 public school administration experience. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)***
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Services~~ ***Superintendent or Designee***

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.
2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel, in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.
8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

HUMAN RESOURCES & SUPPORT SERVICES

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Serve as a contributing member of the Superintendent's Cabinet upon request of the Superintendent.
14. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
15. Assists in the recruiting, screening, hiring and assigning of district personnel.
16. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
17. Maintains positive human relations skills, which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
18. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
19. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
20. Consistently demonstrates growth in student learning.
21. Provides direct and ongoing mentoring to other site administrators including ~~learning directors~~, **assistant principals**, administrative interns, other principals, and teachers interested in becoming administrators.
22. Develops strong connections between parents, school, and community. ~~Responds to diverse community needs and interests.~~ **Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.**
23. Develops role as change agent leading continuous improvement at the school site, District, and community.
24. Develops collaborative relationships with employee associations (e.g., OEA, OSSA, CSEA).
25. Promotes a positive school culture conducive to student learning and professional growth.
26. Serves in a leadership role in professional organizations (e.g., ACSA, PDK).
27. **Ensures technology is used consistently as a tool to aid in student learning.**

HUMAN RESOURCES & SUPPORT SERVICES

Term of Employment:

Principals assigned to elementary schools shall work 210 duty days. ~~The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in 7201BP.~~

The currently adopted work year, salary and benefit schedule will be found in the most current Site Administrator Compensation and Benefit Program.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the ~~Assistant Superintendent, Educational Services~~ ***Superintendent or Designee***, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District ~~Board Policy 7230.~~

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: April 2, 2008

Board Approved revision: March 2, 2016;

HUMAN RESOURCES & SUPPORT SERVICES

Title: Principal, ~~Jr. High~~ Middle School/K-8

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~, and/or public school administrative or supervisory experience. A minimum of 3 of the 5 of 5 years must be experience as a full-time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. ***Full-time K-12 public school administration experience preferred. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)***
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Services~~ ***Superintendent or Designee***

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.
2. Interprets and implements the district-approved curriculum, as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.

HUMAN RESOURCES & SUPPORT SERVICES

8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.
9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school, in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
14. Assists in the recruiting, screening, hiring and assigning of district personnel.
15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
16. Maintains positive human relations skills which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
19. Consistently demonstrates growth in student learning.
20. *Ensures technology is used consistently as a tool to aid in student learning.*
21. *Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.*

Term of Employment:

Principals assigned to a ~~Jr. High~~ *Middle School/K-8* campus shall work 215 Duty Days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in ~~7201 BP.~~ *the most current Site Administrator Compensation and Benefit Program.*

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the ~~Assistant Superintendent, Educational Services~~ *Superintendent or Designee*, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District ~~Board~~ Policy ~~7230~~.

HUMAN RESOURCES & SUPPORT SERVICES

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: April 2, 2008;

Board Approved Revision: March 2, 2016;

HUMAN RESOURCES & SUPPORT SERVICES

Title: **Master Principal, Jr. ~~High Middle School/K-8~~**

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, *Administrative Code* 80125-80127 and *Education Code* 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~and/or public school administrative or supervisory experience. A minimum of 3 of the 5 years must be experience as a full-time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. ***A minimum of 5 years of successful, full-time K-12 public school administration experience. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)***
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Services~~ ***Superintendent or Designee***

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.
2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.
8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

HUMAN RESOURCES & SUPPORT SERVICES

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school, in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
14. Assists in the recruiting, screening, hiring and assigning of district personnel.
15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
16. Maintains positive human relations skills which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
19. Consistently demonstrates growth in student learning.
20. Provides direct and ongoing mentoring to other site administrators including **Learning Directors**, **Assistant Principals**, Administrative Interns, other principals, and Teachers interested in becoming administrators.
21. Develops strong connections between parents, school, and community. ~~Responds to diverse community needs and interests.~~ **Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.**
22. Develops role as change agent leading continuous improvement at the school site, District, and community.
23. Develops collaborative relationships with employee associations (e.g., OEA, OSSA, CSEA).
24. Promotes a positive school culture conducive to student learning and professional growth.
25. Serves in a leadership role in professional organizations (e.g., ACSA, PDK).
26. Manages resources effectively and appropriately, including revenues and expenditures, personnel, facilities, and equipment.

HUMAN RESOURCES & SUPPORT SERVICES

27. Is capable of operating a computer and using standard productivity software, e.g., word processing, database management, spreadsheet application, and presentation software.
28. Demonstrates in-depth content area expertise, particularly in the areas of literacy and numeracy.
29. Is well-read and knowledgeable of current literature/research in the areas of education, organizational development, and leadership; shares that knowledge with colleagues.
30. Applies principles of systems thinking and continuous improvement.
31. Is skilled in data analysis techniques and in using data to inform instructional decisions resulting in increased student learning
32. *Ensures technology is used consistently as a tool to aid in student learning.*

Term of Employment:

Principals assigned to a ~~Jr. High~~ *Middle School/K-8* campus shall work 215 Duty Days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in ~~7201BP~~ *the most current Site Administrator Compensation and Benefit Program.*

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the ~~Assistant Superintendent, Educational Services~~ *Superintendent or Designee*, in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District ~~Board~~ Policy ~~7230~~.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: August 22, 1972; Revised: April 10, 1985; March 19, 2008;

Board Approved revision: March 2, 2016;

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **March 2, 2016**

- 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 _____

REDUCTION IN FORCE: REDUCTION OF SERVICES (Vaca)

DESCRIPTION OF AGENDA ITEM:

Education Code states that the District must notice certificated staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the Magnet Schools Assistance Program (MSAP) Grant ending, and the reorganization of the Educational Services Department, District staff has determined that the certificated services listed below must be reduced in the following service areas. In addition, the specified quantity of FTEs must be eliminated no later than the beginning of the 2016-2017 school year.

Kind of Service	Full-Time Equivalent
English Language Development (ELD) Program Implementation Specialist	1.0
Magnet Schools Assistance Program (MSAP) Project Director	1.0
Total FTEs	2.0

District staff has prepared a resolution that must be adopted to authorize the reduction of certificated services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority, with all probationary employees being deemed less senior than permanent employees. The resolution includes tiebreaking criteria to establish an order of seniority among employees sharing the same seniority date, and “skipping” criteria to retain employees teaching certain subjects critical to the District regardless of seniority.

The tiebreaking criteria are the same as the criteria adopted by the Board for the certificated layoffs in 2012 and 2013.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might

“bump” less senior employees, and mail notices of intent to lay off each of the affected employees. The Board will be advised of the names of the affected employees before March 15.

FISCAL IMPACT:

Savings of \$204,550.53 total compensation.

RECOMMENDATION:

It is recommended that the Board adopt the Reduction in Force due to the ending of the MSAP Grant and the reorganization of the Educational Services Department.

ADDITIONAL MATERIAL(S):

Copy of Resolution 15-27

GOAL(S):

- **DISTRICT GOAL ONE:** *All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students For College and Career Opportunities.*

**BEFORE THE BOARD OF EDUCATION OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION NO.: 15-27

**REDUCTION OR DISCONTINUANCE
OF PARTICULAR KINDS OF SERVICE
(EDUCATION CODE §§ 44949 and 44955)**

RESOLUTION # 15-27

WHEREAS, the Superintendent of the Oxnard School District (“District”), has determined that it is in the best interest of the District, and the welfare of the students thereof, to reduce or discontinue certain particular kinds of services, hereinafter enumerated, and has recommended to the District’s Governing Board (“Board”) that the District reduce particular kinds of service no later than the beginning of the 2016-2017 school year; and

WHEREAS, the recommendation includes the assessment that it shall be necessary to reduce the following particular kinds of service of the District no later than the beginning of the 2016-2017 school year:

Kind of Service	Full-Time Equivalent Positions (FTEs)
English Language Development (ELD) Program Implementation Specialist	1.0
Magnet Schools Assistance Program (MSAP) Project Director	1.0
	Total FTEs 2.0

AND WHEREAS, the Governing Board is required by law to give notice, by March 15, 2016, to all certificated employees affected by any decision to reduce or eliminate this particular kind of service;

IT IS RESOLVED THAT:

- A. The Board hereby determines to reduce the discontinue services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2016-2017 school year.
- B. The Board hereby determines that, as the result of the above-stated reduction of particular kinds of service (the “Reduction in Force”), it will be necessary to terminate at the end of the 2016-2017 school year the employment of certificated employees of the District in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above.

- C. Pursuant to Education Code section 44955(d), the Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study or provide pupil personnel or health services, and to retain certificated employees possessing the special training and experience needed to teach such courses or provide such services that other employees with greater seniority do not possess. The specific needs of the District in this respect are set forth in Exhibit A to this Resolution and are incorporated as though fully set forth herein.
- D. In accordance with California Education Code section 44955(d), the Board hereby determines that the Reduction in Force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution.
- E. In order to implement this Reduction in Force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date. Pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between employees who first rendered paid service to the District on the same date shall be established on the basis of the criteria set forth in Exhibit B to this Resolution, which are incorporated as though fully set forth herein.
- F. The criteria set forth in Exhibit B to this Resolution shall also be used to determine the order of reemployment among those certificated employees who first rendered paid probationary service to the District on the same date. The Superintendent, or his designee, has the discretion to determine the appropriate weight of such criteria and the order in which such criteria are most relevant to serve the needs of the District and students in each tie-breaking situation.
- G. In accordance with California Education Code section 44955(b), the District resolves that it will retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. The criteria set forth in Exhibit C to this Resolution shall be used to determine whether an employee is competent to render services, and such criteria are incorporated as though fully set forth herein.

- H. The Superintendent is directed to send appropriate notices to all employees affected by the above-described reduction of a particular kind of service in accordance with the provisions of the California Education Code, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and applicable Collective Bargaining Agreement(s).

This Resolution was adopted at a duly called regular meeting of the Board of Trustees of the Oxnard School District held this **2nd day of March, 2016.**

Veronica Robles-Solis
President, Board of Trustees
Oxnard School District

Debra Cordes
Clerk, Board of Trustees
Oxnard School District

Exhibit A

“SKIPPING” CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees in the particular kind of services identified in Board Resolution #15-27, regardless of their seniority, to the extent one or more of their assignments meet any of the following criteria:

1. Employees with experience and who possess a credential authorizing the teaching of special education classes during at least two of the previous three school years, and are expected to teach one or more special education classes for the District in the 2016-2017 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2016-2017 that meets the foregoing criteria.

The Superintendent or designee is authorized to determine which employees qualify to be “skipped” from the Reduction in Force and to determine the manner in which the foregoing criteria shall be applied to each employee.

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION
44955(b)

Employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

Criterion	Points
Possession of credential(s) authorizing service for the District on March 15, 2010	3 for each professional clear 2 for each preliminary 1 for each of any other credential
Subject matter authorizations held on March 15, 2010, including supplemental authorizations, on credential(s) authorizing service for the District	1 per authorization
Possession of Bilingual Cross-Cultural Language and Development certificate or its equivalent on March 15, 2010	1
Column placement on salary schedule as of March 15, 2016	1 per applicable column
Service as BTSA Mentor teacher within 2015-2016 school year and/or two immediately preceding school years	3 per school year
Service as Department Chairperson or Instructional Team Leader	1
Possession of a License through the Board of Behavioral Sciences (Educational Psychologist)	3

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points, for purposes of determining order of layoff and order of reemployment.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. As among employees who remain tied who have never obtained a preliminary or professional clear credential, the employee with the earliest date of

issuance of an intern credential shall be considered the more senior employee. As among employees who remain tied who have never obtained an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential, provisional intern permit or short-term staff permit shall be considered the more senior employee.

The Superintendent is authorized to develop and apply additional supplemental tiebreaking criteria which the District shall use only in the event that the foregoing criteria do not resolve all ties, and which the District shall apply only to those employees who remain tied after the foregoing criteria have been exhausted.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied to each employee.

Exhibit C

COMPETENCY CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

1. Pursuant to Education Code section 44955(b), “Competent” shall be defined as follows: (1) The employee has actually rendered instruction or services in the subject matter area in which s/he claims to be entitled to render instruction or services in or after the 2002-03 school year, whether for the District or another school district; and (2) the employee possesses a BCLAD, CLAD, SB 1969, or other certificate authorizing him/her to instruct English Learner students.
2. Highly Qualified for purposes of NCLB.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/Lisa Cline

Date of Meeting: 3/2/16

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 _____

Consider the Approval of Lease-Leaseback Agreements #15-198, 15-199, and 15-200 between the Oxnard School District and Swinerton Builders to provide Lease-Leaseback Construction Services for the Lemonwood E.S. Reconstruction Project (Morales/Cline/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan, adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of a new school at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/upgraded gymnasium, a 2-story classroom building, kindergarten classroom building, playfields, hardscape, and green space.

The original Facilities Implementation Plan called for the construction of the new school in Phase 2 of the Program, beginning in the 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the construction of this school as a result of early access to General Obligation Bond dollars that were not projected to be available until the future.

In 2013 the Board adopted a resolution selecting the Lease Lease-Back methodology for the construction of this Project. At that time, it entered into an agreement with Swinerton Builders, Agreement No. 13-118, to provide preconstruction services, and the authority to enter into a Guaranteed Maximum Price (GMP), following approval of the plans by the Division of the State Architect (“DSA”) and successful negotiation of the GMP.

Final DSA approval for the Project was secured on November 3, 2015. The number assigned by DSA to the Project is **03-116026**.

This Agenda Item recommends Board approval of the negotiated GMP and execution of the attached Lease-Leaseback Agreements (Lease, Sublease, and Construction Services Agreement) with Swinerton Builders to complete the Work identified in SVA’s architectural drawings for the new Lemonwood K-8 School Facilities, and the subsequent demolition of existing deteriorating facilities.

The LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

- The Construction Services Agreement sets forth the terms, conditions, and scope of work indicated in the DSA approved construction and contract documents for the school site.
(Construction Services Agreement #15-198)

- The Site Lease Agreement leases the Lemonwood Elementary School (property) to Swinerton Builders for a nominal fee of one dollar (\$1.00) per year, and requires that Swinerton Builders complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease.
(*Site Lease Agreement #15-199*)
- The Sublease Agreement subleases the property from Swinerton Builders back to the Oxnard School District for operational use and access to the facilities after completing construction. The Sublease requires the District to make lease payments to Swinerton Builders that constitute the financing provided by the contractor under the LLB model.
(*Site Sublease Agreement #15-200*)

Pursuant to Education Code Section 17400, et seq., the Agreements provide for Swinerton to finance approximately \$4 Million dollars for a period of twelve months following the completion of construction and occupancy by the District. The District's counsel has approved the form and structure of the Lease-Leaseback Agreements as presented for the Board's consideration and approval.

Swinerton Builders held an open public bid process that concluded on December 8, 2015. Bids were opened on that date and CFW commenced negotiations with Swinerton Builders for a final GMP for the project. CFW has reviewed the bids, requested adjustments where appropriate, evaluated additional value engineering opportunities offered by the sub-contractors, Swinerton, and SVA Architects, and recommends accepting a GMP of \$29,575,897.91 for the construction of the new Lemonwood K-8 School. The Project does not include the pre-school improvements that will be added to the GMP at a later date through an amendment following DSA approval and successful negotiations of an additional GMP amount. The proposed GMP amount of \$29,575,897.91 is an accurate representation of the cost to deliver the facilities contemplated by SVA's architectural drawings.

The total budget for the project will be adjusted at the next Six Month Update to the Facilities Implementation Plan to reflect a total budget for the project of \$36,400,000. This adjusted amount accurately reflects the amount CFW estimated to be the cost of construction for the project when accounting for the inflated cost for construction assuming a start of the project in Summer of 2016. CFW carries inflation values within the Program Reserve and adjusts project budgets when the GMPs are finalized.

The new total budget for the Project of \$36.4 Million includes all construction costs, GMP contingency, soft costs, furniture, fixtures and equipment and a District reserve.

FISCAL IMPACT: \$29,575,897.91

The Lease-Leaseback Agreements provide for the construction of a new K-8 School at Lemonwood as reflected in the SVA Architectural plans approved by DSA as No. 03-116026, for a total Guaranteed Maximum Price ("GMP") of:

Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred and Ninety-Seven Dollars and Ninety One Cents (\$29,575,897.91)

This amount includes a GMP Contingency of:

Seven Hundred and Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00)

The GMP Contingency amount indicated above is included in the total GMP amount. The GMP Contingency is controlled by the District to accommodate scope gaps, unforeseen conditions and/or discrepancies in the plans and specifications (including, the Architect's errors and omissions) without requiring an amendment to the GMP. With the exception of One Hundred and Fifty Thousand Dollars, any unused portions of the GMP Contingency will be returned to the District upon project completion.

The Agreements will be funded using Measure "R" funds and, if available, State Aid reimbursements. All expenditures related to the proposed agreements will be cost coded to Lemonwood E.S. Reconstruction under the object code 06270 – Main Construction Costs.

RECOMMENDATION:

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 approve the Lease-Leaseback Agreements #15-198, #15-199, and #15-200, with Swinerton Builders to provide Construction Services related to the Reconstruction of Lemonwood K-8 School, under the Measure "R" Program utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL(S):

- *Construction Services Agreement* #15-198 (19 Pages)
- *Site Lease Agreement* #15-199 (15 Pages)
- *Site Sublease Agreement* #15-200 (13 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***

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

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

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

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

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

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

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the “Financing”); and

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

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

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

SECTION 1. DEFINITIONS

- A. **Construction.** The term “Construction” as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the “Architect”) and specifications approved by the District, the Division of the State Architect (“DSA”), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

which is incorporated herein (the “General Conditions”), and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price**. The term “Guaranteed Maximum Price” or “GMP” as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project**. The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual**. The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site**. The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease**. The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications**. The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor**. As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- K. **Sublease**. The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments**. The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments**. The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor’s acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty-Four Million, Eight Hundred Six-Eight Thousand, One Hundred Eighty-Eight Dollars and Ninety-One Cents (\$24,868,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,960,000.00 as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the

Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding

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

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site

- 7 -

at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor 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 an addition to the GMP for additional work related thereto to the fact that the Construction Documents are unclear, ambiguous, contain errors, or fail to meet building codes or other regulatory requirements, or for additional work that could reasonably be inferred from the Construction Documents.

- 9 -

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Michael Darquea as Project Manager/Superintendent for the Project. So long as Michael Darquea remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully

committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance

by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

- 14 -

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

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

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

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

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

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

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

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

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

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

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

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

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of

the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

THE DISTRICT

Swinerton Builders

Oxnard School District,
a California school district

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work

New Construction of Kindergarten, Classroom, Administration, and Multipurpose Buildings, and
Eventual Demolition of Existing School.

SITE LEASE AGREEMENT #15-199

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Swinerton Builders, a California corporation, with its principal place of business at 865 S. Figueroa Street, Suite 3000, CA 90017 (hereinafter referred to as "Contractor") as lessee.

RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Lemonwood K-8 School, 2200 Carnegie Court, Oxnard, CA 93033, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The District has good title to the Site.
- (b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

SITE LEASE AGREEMENT

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

SITE LEASE AGREEMENT

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the

SITE LEASE AGREEMENT

Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) per year, the first payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SITE LEASE AGREEMENT

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site

SITE LEASE AGREEMENT

Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

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

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017
Attn: Bonnie Martin

If to the District:

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

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SITE LEASE AGREEMENT

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

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

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

SITE LEASE AGREEMENT

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

CONTRACTOR

Swinerton Builders

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT "A"

APPRAISAL REPORT

No. 7320

JAN 29, 1974

on

THE REEDER SCHOOL SITE
at the northeast corner of
SAN MATEO PLACE & CARNEGIE STREET

for

OXNARD SCHOOL DISTRICT

ARTHUR M. BOSSELMAN, JR., M.A.I.

Real Estate Appraiser



SCALE 1" = 200'

SCHEDULE		
BEARING	DIST.	Δ
A S 0° 02' 00" W	100'	
B S 03° 28' 56" W	178.86'	
C N 89° 58' 00" W	65'	
D R = 75'	L = 117.81'	90°
E S 0° 02' 00" W	14.128'	
F R = 15'	L = 23.562'	90°
G N 89° 58' 00" W	70'	
H R = 90'	L = 31.415'	20°
J N 69° 58' 00" W	33.79'	
K R = 50'	L = 75.049'	86°
L N 65° 58' 00" W	103.173'	

EMERSON AVE.

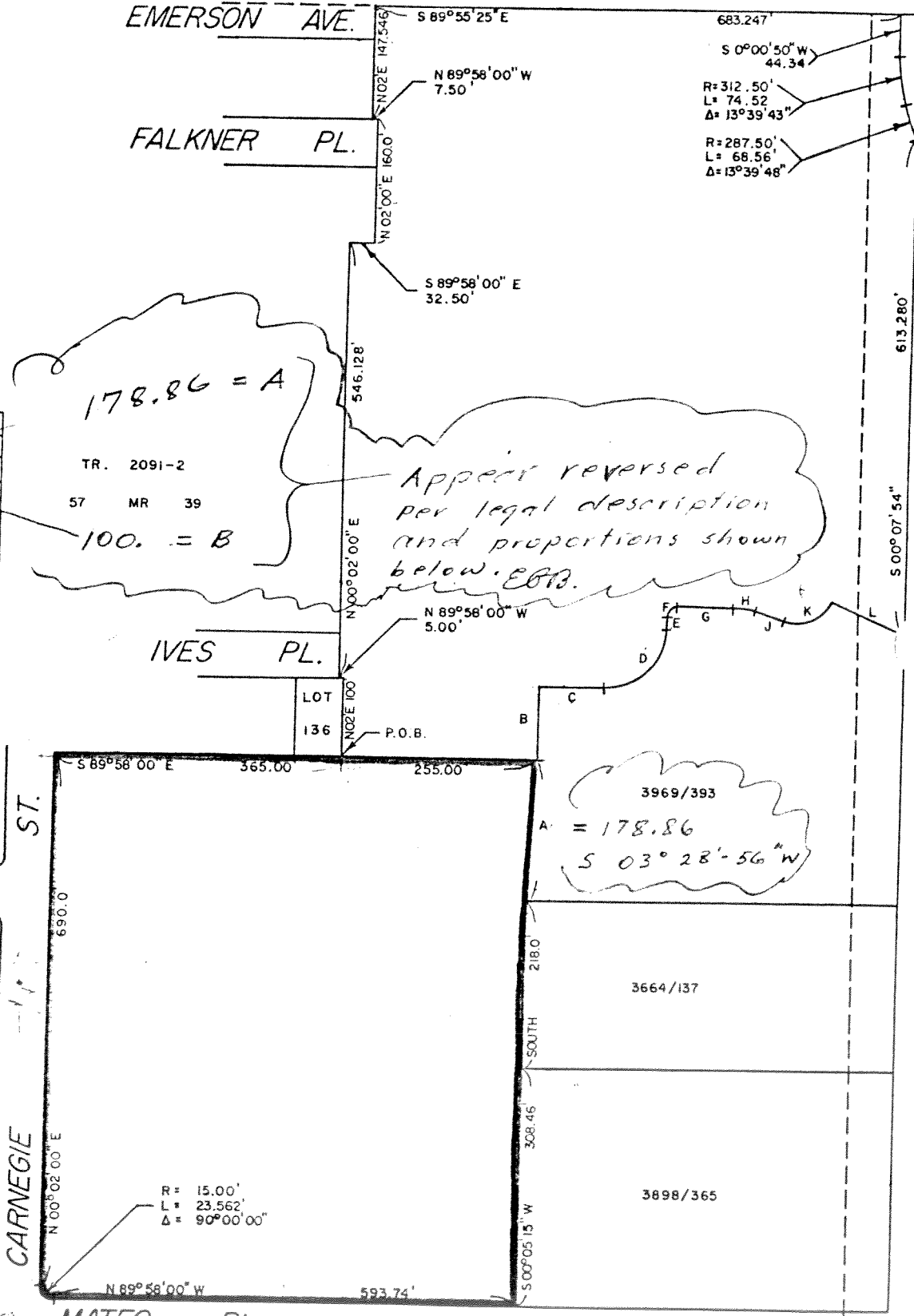
FALKNER PL.

IVES PL.

CARNEGIE ST.

IVES AVE.

SAN MATEO PL.



178.86 = A
 TR. 2091-2
 57 MR 39
 100. = B
 Appear reversed per legal description and proportions shown below. EOB.

PROPERTY DESCRIPTION

OWNER

The subject property is owned by Hill Top Developers, Inc., a California corporation (By deed recorded May 20, 1970 in book 3664, page 132 of Official Records).

LOCATION

The subject property is located on the northeast corner of San Mateo Place and Carnegie Street in the City of Oxnard. It is 1,650' ± north of Channel Islands Boulevard and approximately one-third of a mile northeast of State Highway No. 1.

AREAS

The site contains a gross area of 10 acres to the center line of the adjoining two streets.

The net area of the site is 430,202 sq ft or 9.876 acres. This excludes one-half the width of San Mateo Place and Carnegie Street. The site has 610' ± frontage on San Mateo Place and 705' ± frontage on Carnegie Street.

CONTOUR

The site is level with a slope of less than 1% down to the south. The approximate elevation of the site is 38' above sea level.

IMPROVEMENTS

The proposed school site is to be acquired by what is designated an "improved" site. That is, the tract developer has installed streets and utility improvements within the gross area of the school site.

In addition to the improvements being installed within the site boundaries, there are "off-site" improvements which were or will be installed by the developer and benefit the subject property.

LEGAL DESCRIPTION

The legal description of the subject property is on the following page.

LEGAL DESCRIPTION

That portion of Lot 41 of Rancho El Rio De Santa Clara O'La Colonia, in the City of Oxnard, County of Ventura, State of California, as per map filed in the office of the county clerk of said county in that certain action entitled "Thomas A. Scott, et al., Plffs, vs. Rafael Gonzales, et al., Defts., described as follows:

Beginning at the southeasterly corner of Lot 136 of Tract No. 2091-2, as per map recorded in Book 57 Page 39 of Maps, in the office of the county recorder of said county; thence,

1st: - South $89^{\circ} 58' 00''$ East 255.00 feet to a point in the westerly line of the land conveyed to the City of Oxnard by deed recorded June 16, 1972 as Document No. 41631 in Book 3969 Page 393 of Official Records; thence along said westerly line,

2nd: - South $3^{\circ} 28' 56''$ West 178.86 feet to the northwesterly corner of the land described in the quitclaim deed recorded May 20, 1970 as Document No. 23996 in Book 3664 Page 137 of Official Records; thence along the westerly line of said last mentioned land,

3rd: - South 218.00 feet to the northwesterly corner of the land described in the deed to the City of Oxnard recorded December 20, 1971 as Document No. 78282 in Book 3898 Page 365 of Official Records; thence along the westerly line of said last mentioned land

4th: - South $0^{\circ} 05' 15''$ West 308.464 feet to a point in the northerly line of San Mateo Place, as shown on the map of said Tract No. 2091-2; thence along the boundary of said Tract No. 2091-2 by the following four courses,

5th: - North $89^{\circ} 58' 00''$ West 593.745 feet to the beginning of a tangent curve concave northeasterly having a radius of 15.00 feet; thence along said curve,

6th: - Westerly, northwesterly and northerly through a central line of $90^{\circ} 00' 00''$ an arc distance of 23.562 feet; thence tangent to said curve,

7th: - North $0^{\circ} 02' 00''$ East 690.00 feet; thence,

8th: - South $89^{\circ} 58' 00''$ East 365.00 feet to the point of beginning.

**RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
PORTION SUB. 41**

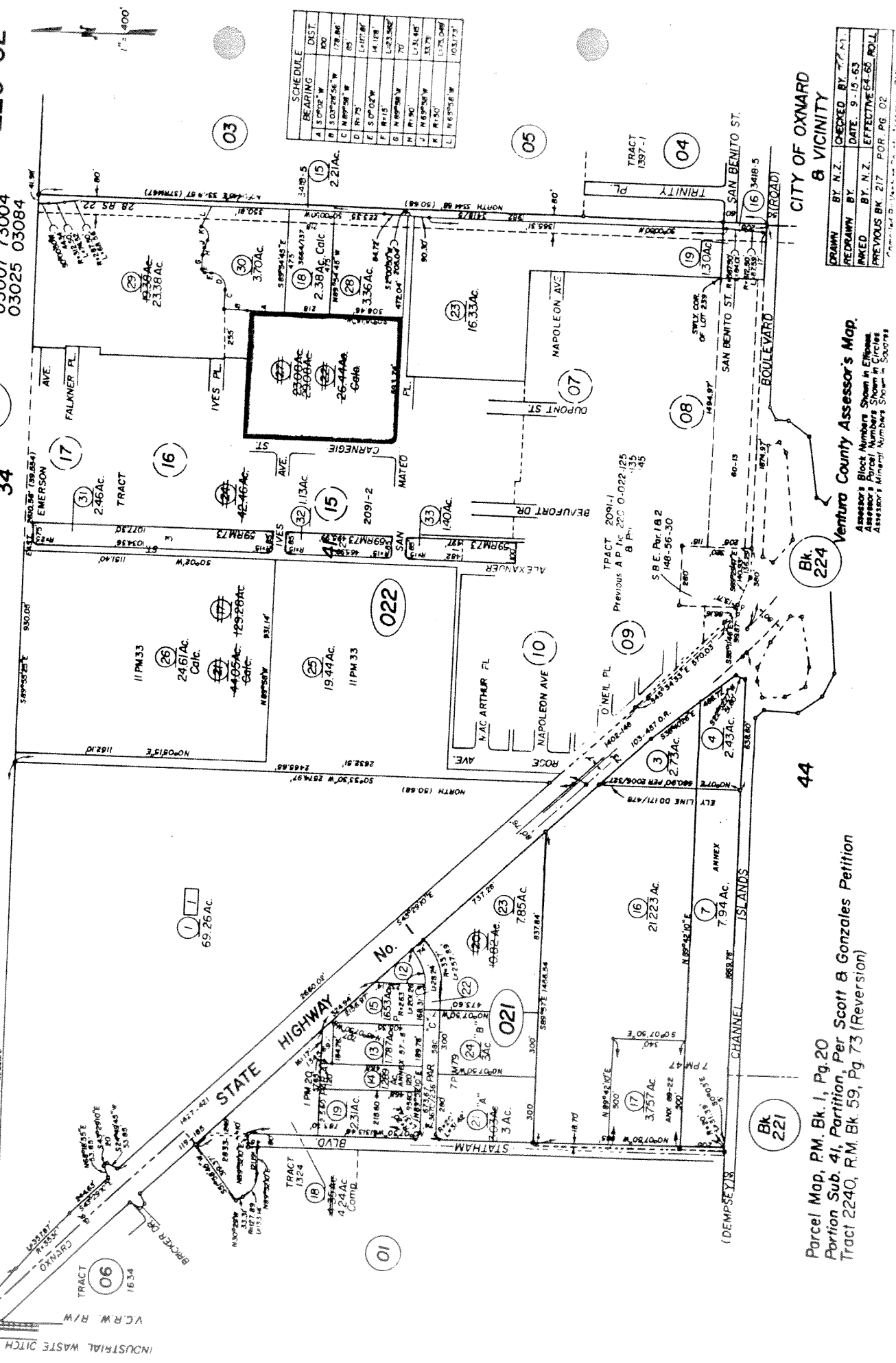
220-02

Tax Area Code
03007 73004
03025 03084

Bk. 217

34

38



BEARING	DIST
A 3.00° 02' 56" W	100
B 3.03° 29' 56" W	178.06
C N 89° 09' 00" W	85
D N 71° 25'	141.78
E 3.07° 02' W	14.118
F N 81° 15'	14.23.967
G N 89° 09' 00" W	707
H N 71° 25'	14.31.45
J N 89° 09' 00" W	103.173
K N 71° 25'	103.173
L N 89° 09' 00" W	103.173

DRAWN BY	CHECKED BY
BY N.Z.	BY N.Z.
DRAWN BY	DATE
BY N.Z.	9-15-63
PREVIOUS BK. 217 FOR PG. 02	EFFECTIVE PG. 68 ROLL

Ventura County Assessor's Map.
Assessor's Block Numbers Shown in Ellipse
Assessor's Parcel Numbers Shown in Square
Assessor's Mineral Numbers Shown in Square

Parcel Map, P.M. Bk. 1, Pg. 20
Portion Sub. 41, Partition, Per Scott & Gonzales Petition
Tract 2240, R.M. Bk. 59, Pg. 73 (Reversion)

Bk. 221

44

Bk. 224

CITY OF OXNARD & VICINITY

CITY OF OXNARD & VICINITY

PROPERTY DESCRIPTION - Cont.

ZONING

The subject property is zoned C-R, Community Reserve, City of Oxnard. The permitted uses in this zone include agriculture, livestock, recreation facilities such as parks, golf courses and for other uses of an open nature.

Additional uses are permitted in this zone provided a Special Use Permit is obtained. These uses include agricultural pro-cessing, cemetery, oil drilling site, private or parochial school, public school, public utility structure, quarries, riding academy, rod and gun club, summer camp or other similar open or temporary uses.

To obtain a Special Use Permit requires payment of a filing fee and submission of a plot plan with elevations. This would then be submitted to the Planning Commission for a public hearing, requiring approximately three weeks time.

ASSESSED VALUE AND TAXES

The Ventura County Assessor's Office designates the subject property as part of the parcel in Book 220-022-295. The assessment is for a 23.38 acre parcel and the subject site is not assessed separately.

The property is located in Assessor's Tax Code Area 03084. The Tax Rate for the years 1973-74 for this code area is \$11.1682 per \$100 of assessed value.

An allocation to the subject property site of the assessed value and taxes has not been made.

SOIL

A soil report on the subject site has not been provided. It is assumed the site is developable for construction of school structures and their related improvements.

EASEMENTS AND EXCEPTIONS

The Title Litigation Guarantee (No. 287326-WS) indicates there are no easements affecting the subject property.

The Title Litigation Guarantee also excludes all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbon substances. The site has been appraised excluding these items.

PROPERTY DESCRIPTION - Cont.

EASEMENTS AND EXCEPTIONS - Cont.

An oil well is located on the property adjacent to the east of the subject property. This well was installed by Standard Oil Company during the prior 3 ± years. Due to the well, seven lots in Tract No. 2091-2 were originally prohibited from being developed. This prohibition has subsequently been removed.

STREET IMPROVEMENTS AND UTILITIES

The owner of the subject property has installed macadam paving, concrete curbs and utilities in the street right-of-ways adjoining the subject property. The size of these items are discussed in the IMPROVEMENT VALUATION.

SUBLEASE AGREEMENT #15-200

This Sublease (hereinafter referred to as the "Sublease") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as sub-lessee, and Swinerton Builders, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Lemonwood K-8 School, 2200 Carnegie Court, Oxnard, CA 93033 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the "Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or

(3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this

Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount of payment then due to cover the damages agreed upon for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof.

For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments (“retention”) made at Contractor’s request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor’s interest in the Project. Following the closing of the District’s purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

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

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017
Attn: Bonnie Martin

If to the District:

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

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. Execution in Counterparts

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

SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

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

CONTRACTOR

Swinerton Builders

THE DISTRICT

Oxnard School District,
a California school district

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement.

Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Sublease Tenant Improvement Payments Amount in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,960,000 as set forth herein. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with lease execution and continue over the term of the lease, not to exceed above value or 12 months after substantial completion.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/2/16

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

MEASURE R BOND OVERSIGHT COMMITTEE ANNUAL REPORT (Cline)

The Deputy Superintendent, Business & Fiscal Services, will introduce Mr. Crittenden Ward, Measure R Bond Oversight Committee chair, who will present the Bond Oversight Committee's third annual report to the Board of Trustees as per Proposition 39 requirements.

FISCAL IMPACT

None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: 2015 Measure R Bond Oversight Committee Annual Report (2 pages)

Financial Information

Measure R Bond Sales

Total Authorization: \$90 million
 Series A—\$18.39 million December 2012
 Series B—\$25.5 million May 2013
 Series C—\$15.75 million October 2014
 Series D - \$30.36 million July 2015
 Total Bond Sales: \$90 million

Measure R Bond Oversight Committee

2015 Meeting Dates

February 9, 2015
 May 11, 2015
 August 10, 2015
 November 9, 2015

Annual Financial & Performance Audit

The integrity of Measure R funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2015, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure R General Obligation Bond Building Fund as of June 30, 2015, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure R General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure R funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

Measure R Program Expenditures (as of June 30, 2015)

Project	Adopted Budget	Measure R Expenditures July 1, 2012 - June 30, 2015
Acquire Site New Elem K-5	\$7,635,282	\$4,284,396
Acquire Site New MS Site	\$335,000	\$49,498
Acquire Site New SE Elem	\$145,000	\$3,056
Design & Reconstruct Harrington Elem K-5	\$23,127,171	\$13,822,123
Design & Reconstruct Lemonwood Elem K-8	\$31,402,250	\$2,477,056
Design & Reconstruct Elm Elem K-5	\$21,076,943	\$1,704,588
Design & Improve K-5 Kindergarten Facilities		
Ritchen	\$456,837	\$414,666
Brekke	\$271,122	\$265,976
McAuliffe	\$336,509	\$309,907
Driffill	\$2,477,832	\$204,476
Total K-5 Kindergarten Facilities	\$3,542,300	\$1,195,025
Design & Construct Science Labs/Academies		
Chavez	\$618,216	\$608,219
Curren	\$570,901	\$560,904
Kamala	\$588,967	\$556,794
Haydock	\$1,066,467	\$1,021,162
Fremont	\$1,822,619	\$1,797,393
Total Science Labs/Academies	\$4,667,169	\$4,544,472
Pre-Kindergarten Improvements		
Harrington	\$1,083,351	\$0
Lemonwood	\$860,386	\$0
Total Pre-Kindergarten Improvements	\$1,943,737	\$0
Ritchen New Special Day Classroom	\$175,000	\$9,011
Marshall K-8 12 Classroom Addition	\$8,097,558	\$3,800
FF&E Allowance	\$17,694	\$17,694
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0
Technology	\$11,201,175	\$638,490
Program Planning	\$150,474	\$474
Project 1 Adjustment	\$324,886	
Program Reserve	\$8,920,968	
TOTAL	\$122,937,608	\$28,749,684

Notes:

- Total Measure R expenditures for the period July 1, 2012 - June 30, 2015 were \$31,219,866. Expenditures reported in left table exclude \$2,470,182 in other Measure R expenditures outside of the Facilities Implementation Program
- Expenditures reported in left table exclude other Facilities Implementation Program expenditures from other District funds totaling \$13,977,280

Measure R Bond Oversight Committee 2015 Annual Report to the Community

OXNARD SCHOOL DISTRICT
March 2016



Marshall New 12 Classroom Building Design Concept

The Measure R Bond Oversight Committee (Committee) is pleased to report the progress of the Measure R School Facilities Improvement Program. Approved by voters in November 2012, Measure R is a \$90 million General Obligation (G.O.) bond authorization to replace portable classrooms, relieve student overcrowding by building and equipping new classrooms and educational facilities and repairing and equipping existing classrooms and educational facilities throughout the District. The District has issued all of the Measure R bond authorization.

The District celebrated the grand opening of the New Norma Harrington Elementary School in January 2016! Designs for the new Lemonwood and Elm schools and a new Marshall classroom building have been submitted to the State for review.

The Committee continues to meet for the purpose of actively monitoring all Measure R projects and expenditures, provide proper oversight, controls, and accountability to ensure that Measure R funds are used as they were intended, and make regular reports to the community at-large on the progress of Measure R projects.

I am pleased to report that the Committee found that all projects are consistent with the project list provided to voters by the District's Board of Trustees. This report provides a summary of program progress and financial information. We will continue to keep the community informed and thank you for your support.

Sincerely,
Crittenden Ward, Chair
Measure R Bond Oversight Committee

- Measure R Bond Oversight Committee**
- Crittenden Ward, Chair
- Community at Large Representative
- Karen Hill Scott, Vice Chair
- Community at Large Representative
- Nancy Lindholm
- Business Organization Representative
- Charles McLaughlin
- Bona-fide Taxpayers Organization Member
- Jeanette Padilla
- Senior Citizens Organization Member
- Teresa Torres
- Parent/Guardian of Enrolled Child
- Jessica Vargas
- PTA/SSC Parent Representative
- The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service.
- Committee minutes and information on bond funded projects are available on the Bond Oversight Committee page located on the Measure R website:
- www.oxnardbondprojects.org
- Oxnard School District**
- Dr. Cesar Morales
- Superintendent
- Board of Trustees**
- Veronica Robles-Solis, President
- Albert Duff Sr., Clerk
- Ernest Morrison, Trustee
- Denis O'Leary, Trustee
- Debra M. Cordes, Trustee

Facilities Implementation Program

Program Progress

Educational Reconfiguration

Since adoption of the Facilities Implementation Program, the District has included an educational program focus that provides for the implementation of an extended day kindergarten program, academy programs for 6-8 and K-8 schools, and academic theme focus at the K-5 level. The K-5 academic themes are in the second year of implementation. Continued efforts are underway to further develop and integrate the educational programs.

School	Academy
Frank	Marine Science and Engineering and Robotics Academy
Fremont	Environmental Science and 3-D Design Academy
Haydock	Visual and Performing Arts and Environmental Science Academy
School	K-8 Academic Strand Focus
Driffill	The School of Environmental Science and Global Awareness
Chavez	Academy of Literacy, Communication Arts, and Technology
Curren	EYES Academy: Enriching Youth via Environmental Studies
Kamala	Academy of the Arts and Technology
Lemonwood	School of Communications through Art and Technology
Soria	TeAL Academy: Technology, Arts and Language
School	K-5 Academic Theme Focus
Brekke	The School of Science & Inquiry
Elm	The School of Environmental & Life Science and Math
Harrington	Environmental Sciences and the Arts
Marina West	School of Environmental Science & Creative Arts
Marshall	School of Visual & Performing Arts
McAuliffe	STEAM
McKinna	School of Multi-Media
Ramona	School of Environmental Science
Ritchen	The School of Science and Technology
Rose Avenue	The School of Science & Wellness
Sierra Linda	The School of Health & Art

New Norma Harrington Elementary School

After extensive planning, design, and preconstruction work, plus active support from the community, the District proudly celebrated the grand opening of the New Norma Harrington Elementary School in January 2016!

Norma Harrington Elementary School was built in 1955 on an 8.3 acre site. Careful planning has enabled the construction of an entirely new school on the existing play fields that will be followed by demolition of the older buildings.

The new Harrington campus will help relieve student overcrowding, with a capacity of up to 900 students in the coming months in grades K-5; however the District intends to operate the school at approximately 700 students. The new school includes 23 general purpose classrooms, 4 kindergarten classrooms, and 1 Resource Specialist Program (RSP) room. Classrooms are equipped with 21st century features including flexible modern furnishings, floor to ceiling sliding marker boards, and TV monitors for classroom instructional use. The new campus also includes a state-of-the-art piano keyboarding lab for music education as well as a Maker's Room for hands on creative activities or project based learning. Modern support facilities include administration areas, a library and student information center, a cafeteria and multipurpose room, physical education spaces, and restrooms.

Additionally, the District plans to develop an Early Childhood Development center that will reutilize, reconfigure, and modernize a portion of an existing building at Harrington.

Phase I Program Progress

All projects identified in Phase 1 of the Facilities Implementation Program have either been completed, are in progress, or are in design. Completed efforts include the deployment of 1:1 mobile devices, implementation of grade reconfiguration, completion of kindergarten and science lab upgrades to 22 classrooms across eight school sites, the reconstruction of the Harrington campus, and design submittal to the Division of the State Architect (DSA) for the reconstruction of Lemonwood and Elm schools and new classroom building at Marshall.

Efforts are also underway to complete the design of Early Childhood Development centers that will reutilize, reconfigure, and modernize a portion of existing buildings at Harrington and Lemonwood for kindergarten and optional preschool use. A new 12 classroom building at Marshall is planned to address the need for interim 6-8 grade level capacity until a new middle school is constructed and to provide Marshall the option to implement an integrated K-8 educational program in the future.

Necessary actions to acquire the Doris/Patterson property as a middle school site continue. The Board undertook an envisioning process to conceptualize a site plan and consider preliminary feasibility and estimated cost for the proposed project, including the potential to accommodate a District Support Center facility. A similar process is underway to identify and potentially acquire an additional elementary school site.



New Norma Harrington Entry Court



Typical Classroom



New Norma Harrington Multipurpose Building

BOARD AGENDA ITEM

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

Date of Meeting: **3/2/16**

- 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 _____

Cal200 Settlement Agreement Report (Freeman)

EXECUTIVE SUMMARY:

Oxnard School District, as part of the Cal200 Settlement Agreement, agreed to monitor the following actions/conditions related to providing physical education for a total period of time of not less than 200 minutes each 10 schooldays, exclusive of recesses and the lunch period:

- Class Schedules. Each semester, the school site administrator obtains a schedule from the teacher showing the days, times and duration of scheduled Physical Education instruction.
- Publication of Physical Education Schedules. The class schedules are posted on the school website or in each self-contained classroom. Additionally, the schedules are posted in the school's main office. The posting is up for the entire semester.
- Reporting. On at least a monthly basis, the school site administrator collects a signed Reporting Form (from each teacher grades 1-5). The forms are sent to the Assistant Superintendent, Educational Services via the site administrator with a school-wide compliance review.
- Monitoring. On an ongoing basis (monthly), each school site administrator collects and reviews the Reporting Forms and verifies that all teachers who are required to sign the Reporting Forms have provided the required minutes of Physical Education instruction. Also, included in the monthly monitoring are unannounced visits by site administration to at least two classrooms during the time at which Physical Education is scheduled. The site administrator keeps a copy of the visit and includes in the Principal's Report Register all instances in which Physical Education was not observed, and identifies all corrective measures taken to assure that the appropriate number of instruction minutes of instruction are provided. The Principal sends a copy of the Teacher Reporting

Form and Principal's Report to the Assistant Superintendent, Educational Services no later than the 5th of the next month.

- Reports to the Governing Board. Within sixty (60) days of the end of each semester, the Assistant Superintendent, Educational Services shall provide a written report to the District's governing board regarding the District's compliance with the agreement. As soon as practical, but no later than twenty-one (21) days after Board Review, each District shall file a copy of each such Report with the Court, and serve a copy.

Upon a thorough review of the compliance provisions set forth in the Cal200 settlement, staff has determined the Oxnard School District has satisfied all compliance requirements consistent with the agreement and the California Education Code Section 51201.

All required forms documenting compliance have been submitted to the Assistant Superintendent, Educational Services and are on file at the District Office.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees accept the report of the Oxnard School District's compliance with the Cal200 settlement.

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.”