

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 #14 REGULAR BOARD MEETING

Wednesday, April 20, 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

Ms. Anne Jenks, Principal of McKinna School, will introduce Angel Onofre Vargas, 4th grader in Ms. Buenrostro's ELD Academy 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 Ashley Trejo, 4th grader in Mr. Armstrong's class.

A.4 Presentation by McKinna School

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

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.6 Study Session – STAR 360 DATA (Freeman)

The Board of Trustees will receive a presentation on STAR 360 results from the fall and winter assessment windows.

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

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

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 15-09 (Action Item)
 - Case No. 15-11 (Action Item)

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.8 Closed Session (continued)

3. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
 - Agency Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia
 - Negotiators: Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating Dennis Hardgrave on behalf of the property owners
 - Parties:
 - Under Instruction to agency negotiator on price and terms.
 - Negotiations:

4. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
 - Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel - Administrators, Classified Management, Confidential

5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee(s) Reassignment/Appointment:

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

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

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

- Case No. 15-09 (Action Item)
 - Motion: _____, Second: _____
 - Roll Call Vote:
 - Duff __, O’Leary __, Morrison __ Cordes __, Robles-Solis __

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

- Case No. 15-11 (Action Item)
 - Motion: _____, Second: _____
 - Roll Call Vote:
 - Duff __, O’Leary __, Morrison __ Cordes __, Robles-Solis __

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

Section A
PRELIMINARY
 (continued)

A.11 Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- February 3, 2016, regular board meeting
- February 10, 2016, special board meeting
- February 17, 2016, regular board meeting
- March 2, 2016, regular board meeting
- March 16, 2016, regular board meeting

Moved:
 Seconded:
 Vote:

ROLL CALL VOTE:

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

A.12 Recognition For School Gold Ribbon Award – Juan Soria School (Dr. Morales)

The Board of Trustees will recognize Juan Soria School for receiving the California Department of Education 2016 Elementary School Gold Ribbon Award.

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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 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 and Approval of Resolution #15-32 Adopting the Preliminary Environmental Assessment and Approving the Mitigation Measures for the Lemonwood Elementary School Reconstruction Project (Dr. Morales/Cline/CFW)

This being the date noticed, the Board of Trustees will hold a public hearing adopting the preliminary environmental assessment and approving the mitigation measures for the Lemonwood Elementary School Reconstruction Project.

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

Following this public hearing, it is the recommendation of the Superintendent and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc. that the Board of Trustees consider any and all comments received, whether written or oral for the Preliminary Environmental Assessment and Adopt Resolution #15-32 for the Lemonwood Elementary School Reconstruction Project.

ROLL CALL VOTE:

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

B.3 Public Hearing – Adoption of Resolution #15-33 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance with Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Cline)

This being the date noticed, the Board of Trustees will hold a public hearing approving a school facilities needs analysis, adopting alternative school facilities fees in compliance with Government Code Section 65995.5, 65995.6 & 65995.7 and Section 17620 of the Education Code.

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

Following this public hearing, it is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board of Trustees approve Resolution #15-33 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5 & 65995.6 and 65995.7 and Section 17620 of the Education Code.

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 B
HEARINGS/PUBLIC COMMENT

(continued)

B.4 Public Hearing and Adoption of Resolution #15-34 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Cline)

This being the date noticed, the Board of Trustees will hold a public hearing to increase statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620.

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

Following this public hearing, it is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board of Trustees approve Resolution #15-34 Increasing the Statutory School Fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 20, 2016, 60 days after the adoption date at the public hearing.

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 Acceptance of Gifts

- | | |
|--|-------|
| <ul style="list-style-type: none"> ▪ From Teachers of the Oxnard Educators Association, to Marina West School Library, a donation of books in honor of Dr. Seuss's Birthday and Read Across America 2016; | Mares |
| <ul style="list-style-type: none"> ▪ From Alice Ortega, to Soria School, a donation of \$150.00 which will be used to support students; | Fox |
| <ul style="list-style-type: none"> ▪ From Target, to Soria School, a donation of \$375.16 which will be used to support students. | Fox |

C.2 Agreements

- | | |
|---|-------------------------|
| <p>It is recommended that the Board approve the following agreements:</p> | Dept/School |
| <ul style="list-style-type: none"> ▪ Addendum #1 to Agreement #14-05 with School Innovations & Achievement to establish additional data requirements for delivering enhanced reports from SI&A to the district according to new laws that went into effect January 2016 regarding data privacy; at no additional cost; | Freeman/
Ridge |
| <ul style="list-style-type: none"> ▪ #15-207 with City Impact Inc., to provide a group facilitator (Bilingual if needed) to conduct a 10 week Student Prevention/Intervention group for R.J. Frank Middle School students; amount not to exceed \$650.00, to be paid with School Site Funds – Targeted; | Freeman/
Joyce |
| <ul style="list-style-type: none"> ▪ #15-208 with Bubblemania, to provide one (1) 40-45 minute assembly for Kamala School students; amount not to exceed \$280.00, to be paid with EL Intervention Funds; | Freeman/
Arellano |
| <ul style="list-style-type: none"> ▪ #15-209 with Ventura County Public Health, to provide free nutrition education and health promotion services on site to Oxnard School District children, youth and families; at no cost to the District; | Freeman/
Ridge |
| <ul style="list-style-type: none"> ▪ #15-213 with Oxnard School District Education Foundation, to implement a program for music instruction in TK-8th Grade at Soria School, April 25, 2016 through June 13, 2016; amount not to exceed \$4,920.00, to be paid with Donation Funds; | Freeman/
Fox |
| <ul style="list-style-type: none"> ▪ #15-214 with Mad Science of Los Angeles, to provide two (2) classroom workshops at Drifill School; amount not to exceed \$480.00, to be paid with School Site Funds – Targeted; | Freeman/
Flores-Beck |
| <ul style="list-style-type: none"> ▪ #15-216 with Terra Firma Enterprises (TFE), to provide technical assistance to OSD to update their Emergency Operations Plan and Operational Checklist for their Emergency Operations Center; amount not to exceed \$16,705.00, to be paid with Safety Credits; | Vaca/
Magaña |
| <ul style="list-style-type: none"> ▪ #15-217 with Shavonn Swain – KNS Rockstar, to provide three (3) motivational/anti-bullying assemblies to Curren School; amount not to exceed \$3,000.00 plus lunch, to be paid with Discretionary Funds; | Freeman/
Castillo |

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

Section C CONSENT AGENDA

(continued)

C.2 *Agreements (continued)*

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #15-218 with Shavonn Swain – KNS Rockstar, to provide one (1) motivational/anti-bullying assembly to Sierra Linda School; amount not to exceed \$1,000.00 plus lunch, to be paid with Discretionary Funds; 	Freeman/ Coletti
<ul style="list-style-type: none"> ▪ #15-220 with CSDA Design Group, to provide architectural design services for the installation of three (3) new portable buildings, additional parking and replacement of existing play structure at San Miguel School; amount not to exceed \$79,958.00, to be paid with Deferred Maintenance – One Time Funds; 	Cline/ Bhatia
<ul style="list-style-type: none"> ▪ #15-221 with Nolte Associates Inc., to provide structural, electrical, and mechanical professional DSA Inspection Services for the installation of an additional 75 ton chiller at Ritchen; amount not to exceed \$8,500.00, to be paid with Williams Reimbursement Funds; 	Cline/ Bhatia
<ul style="list-style-type: none"> ▪ #15-223 with Marie Gregorio-Oviedo, to provide each of the three (3) Middle School Academies with professional photographs of students and academy related activities for promotional purposes; amount not to exceed \$7,500.00 (\$2,500.00 per school), to be paid with MSAP Grant Funds; 	Freeman/ West
<ul style="list-style-type: none"> ▪ #15-224 with Buck Institute for Education, to provide three (3) full days of training for to up to 35 OSD educators for the 2015-2016 school year; amount not to exceed \$10,500.00, to be paid with Title II Funds; 	Freeman
<ul style="list-style-type: none"> ▪ #15-225 with Northern Rift Inc., to provide three (3) full days of student classroom presentations on career pathways for innovators and entrepreneurs, one day at each middle school; amount not to exceed \$3,000.00 (\$1,000.00 per school), to be paid with MSAP Grant Funds; 	Freeman/ West
<ul style="list-style-type: none"> ▪ #15-226 with Shavonn Swain – KNS Rockstar, to provide three (3) motivational/anti-bullying assemblies to Fremont Middle School; amount not to exceed \$3,000.00 plus lunch, to be paid with Title I Funds; 	Freeman/ Brisbine
<ul style="list-style-type: none"> ▪ #15-227 with Tutorific!, to provide kinesthetic Math Program and an enrichment critical thinking program at five (5) schools in the Oxnard School District during the after school program; amount not to exceed \$50,000.00, to be paid with ASES Grant Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-228 with Children’s Therapy Network Inc., to provide supplemental staffing to the OSD on an “as needed” basis in the field of Speech Language Therapy, Physical Therapy, Occupational Therapy and licensed assistants, April 21, 2016 through July 31, 2016; billed cost will be “as needed” based on attached Fee Schedule, to be paid with Special Education Funds; 	Freeman/ Gern
<ul style="list-style-type: none"> ▪ #15-229 with Lawrence Hall of Science, to deliver a full-day teacher workshop on the Ocean Science Sequence program for up to 23 Oxnard School District middle school teachers; amount not to exceed \$7,000.00 (includes accommodations & incidentals up to \$2,000.00), to be paid with MSAP Grant Funds. 	Freeman/ West

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**Section C
CONSENT AGENDA**

(continued)

C.3 Ratification of Agreements

It is recommended that the Board ratified the following agreements:	Dept/School
▪ #15-206 with UC Santa Barbara – MESA Program, to provide program at three (3) middle schools for the 2015-2016 school year; amount not to exceed \$700.00 per school, to be paid with Title 1 Funds;	Freeman/ Bond/Joyce/ Brisbine
▪ #15-210 with Fillmore Unified School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student AL080507 for the 2015-2016 school year; Fillmore Unified School District will reimburse Oxnard School District \$10,487.00;	Freeman/ Gern
▪ #15-211 with Ventura County Office of Education, to provide exceptional services for special education student GG111603 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable; amount not to exceed \$33,984.30, to be paid with Special Education Funds;	Freeman/ Gern
▪ #15-212 with Pleasant Valley School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student AYL082012 for the 2015-2016 school year, including extended school year; Pleasant Valley School District will reimburse Oxnard School District \$15,388.00;	Freeman/ Gern
▪ #15-215 with Ventura County Office of Education, to provide exceptional services for special education student AA120506 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable; amount not to exceed \$27,050.76, to be paid with Special Education Funds.	Freeman/ Gern

C.4 Approval of the 2015-16 Quarterly Report on Williams Uniform Complaints, Third Quarter

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, third quarter, as presented.	Dept/School Vaca
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C.5 Setting of Date for Public Hearing for the Mitigated Negative Declaration as Prepared for the Marshall Elementary School New Classroom Building Project

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 set the date of May 18, 2016, for a public hearing during their regular meeting to receive public comment on the Mitigated Negative Declaration prepared for the Marshall Elementary School New Classroom Building Project.	Dept/School Dr. Morales/ Cline/CFW
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C.6 Request for Approval of Out of State Conference Attendance

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve request for Pavan Bhatia, Director of Facilities, to attend the Harvard Graduate School of Education's "Learning Environments for Tomorrow: Next Practices for Educators and Architects" Conference, in Cambridge, MA, May 17-19, 2016; amount not to exceed \$4,500.00 for registration, travel and lodging, to be paid from the General Fund.	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.7 Authorize Superintendent to Make Certain Non-Substantive Changes to the Construction Service Agreement and Sublease Agreement between Swinerton Builders, Inc., and the Oxnard School District for the Construction of the Lemonwood K-8 School

It is recommended that the Board of Trustees authorize the Superintendent to make certain changes to the construction documents including modifying the sublease payment schedule and certain non-substantive changes to the construction documents.	Dept/School Dr. Morales/ Cline/ CFW, Inc.
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C.8 Approval for Participant to Attend Migrant Speech and Debate Tournament Overnight – Fresno, CA

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Accountability and Instruction, that the Board of Trustees approve request for Evelyn Cacho, 6 th grade student at Curren School, to attend the California Migrant Education Program Annual State Speech and Debate Tournament in Fresno, California, May 13 – 15, 2016; at no cost to the District, VCOE will cover the cost of meals, travel and lodging.	Dept/School Freeman/ Thomas
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C.9 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.	Dept/School Koch
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C.10 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 Consideration of Resolution #15-35 Denying the Petition For A Proposed Charter School By Esperanza Oxnard Academy (Dr. Morales)

It is recommended that the Board of Trustees consider and adopt Resolution #15-35 and Findings of Fact denying the charter petition for Esperanza Charter Academy of Oxnard.

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

ROLL CALL VOTE:

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

D.2 Approval of WAL #004 for Preparation of a Preliminary Environmental Assessment with ATC Group Services LLC for the Doris/Patterson Site (Cline/Bhatia/CFW)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #004 for the amount not to exceed \$14,875.00, to be paid with Measure R Funds, for the Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson Site per Master Agreement #13-135 with ATC Group Services LLC.

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

ROLL CALL VOTE:

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

D.3 Approval of Field Contract #FC-P16-04429 - West Coast Air Conditioning (Cline/Bhatia)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P16-04429, for the installation of a new HVAC unit in the office of the CIO, to West Coast Air Conditioning, in the amount of \$7,650.00, to be paid with Deferred Maintenance Funds.

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

ROLL CALL VOTE:

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

D.4 Consideration and Approval of Form of Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and Delegation of Authority to Superintendent to Execute the Agreement (Dr. Morales/Cline/CFW)

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 Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions and authorize the Superintendent to execute the Agreement consistent with the authority delegated to him by the Board of Trustees.

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

ROLL CALL VOTE:

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

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

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

No Reports/Discussion Items will be presented at this meeting.

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

Section F
BOARD POLICIES

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

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

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

Note:

Revision AR 0420.4	Philosophy, Goals, Objectives, and Comprehensive Plans CHARTER SCHOOLS	Freeman
Revision BP 0500	Philosophy, Goals, Objectives, and Comprehensive Plans ACCOUNTABILITY	Freeman
Revision BP 6179	Instruction SUPPLEMENTAL INSTRUCTION	Freeman

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

BOARD AGENDA ITEM

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

Date of Meeting: **4/20/16**

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

STAR 360 DATA (Freeman)

EXECUTIVE SUMMARY:

The District adopted the STAR 360 as an assessment and progress monitoring tool for Reading and Mathematics. This study session will provide information on STAR 360 results from the fall and winter assessment windows.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees accept this study session as outlined above.

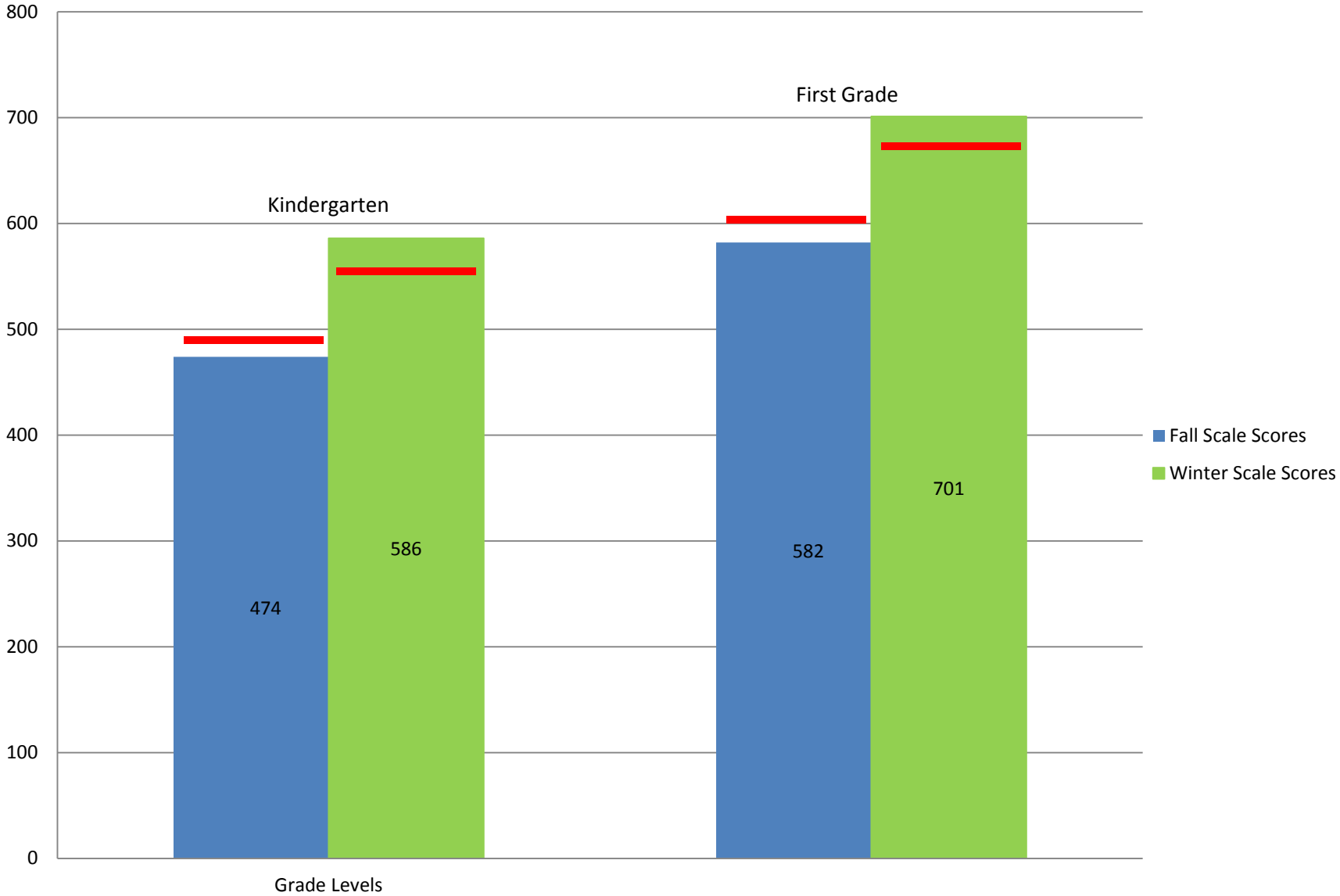
ADDITIONAL MATERIAL(S):

Power Point

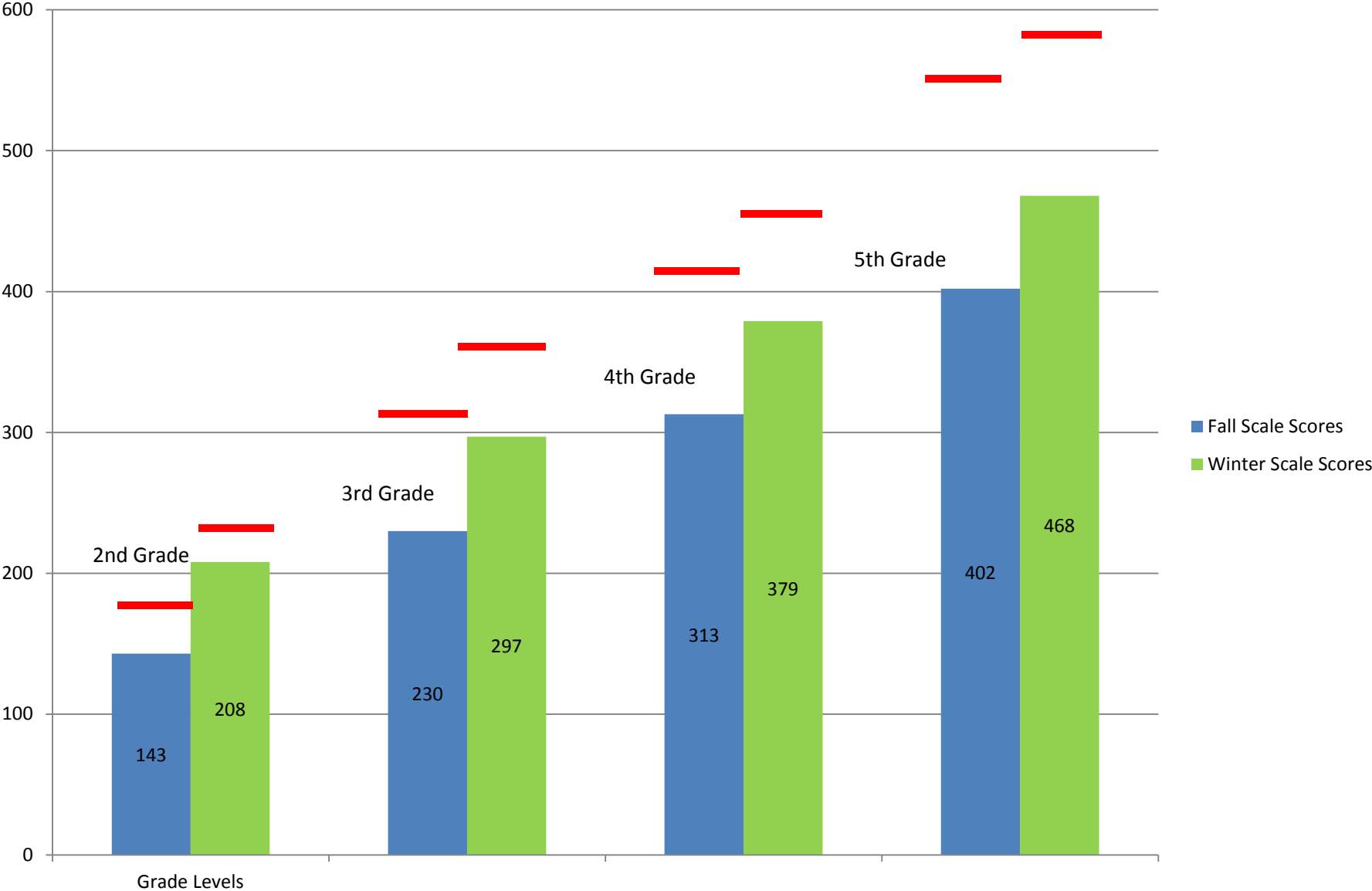
STAR 360 RESULTS

Robin I. Freeman
Educational Services

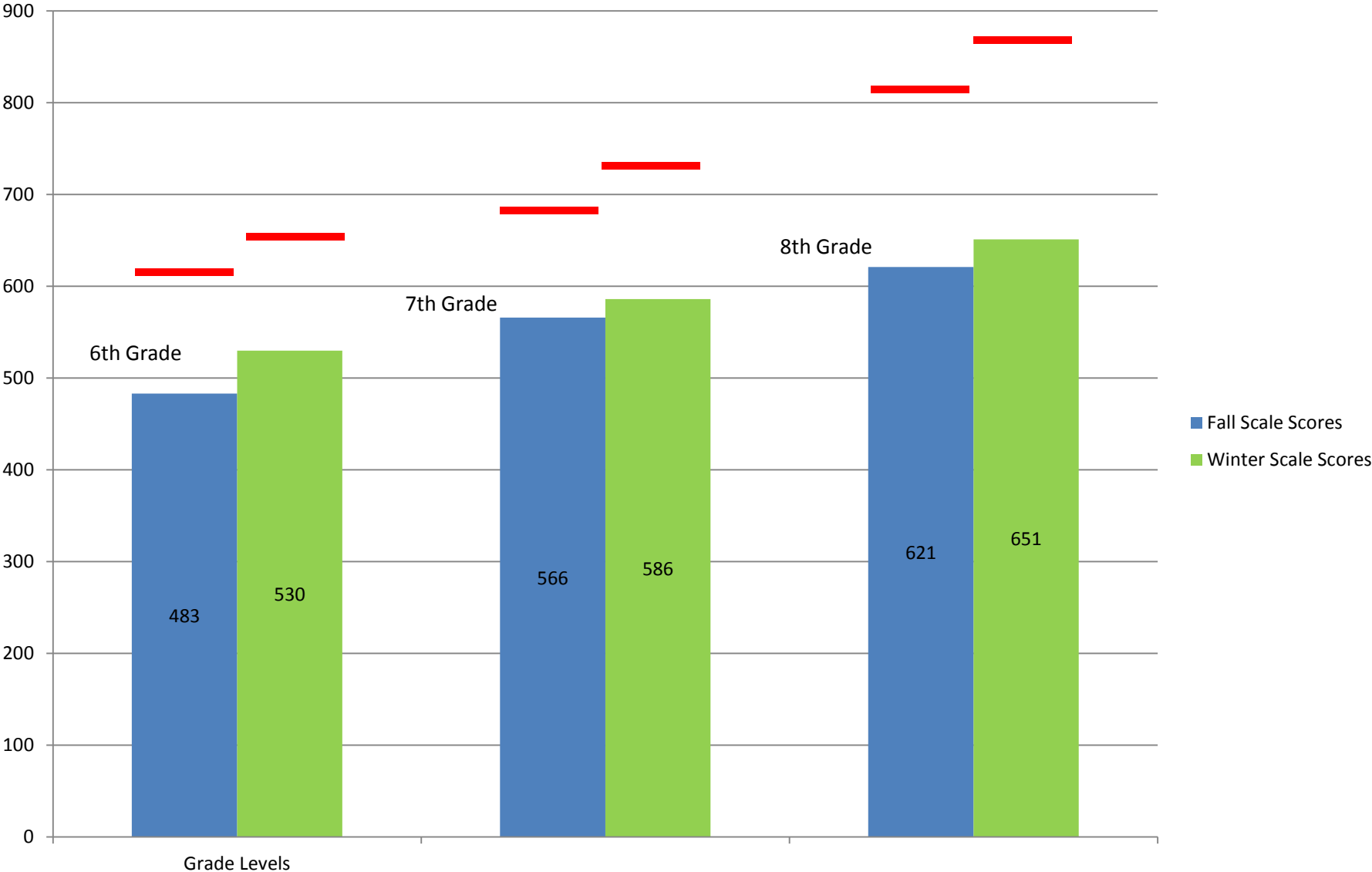
STAR 360 Early Literacy Assessment District



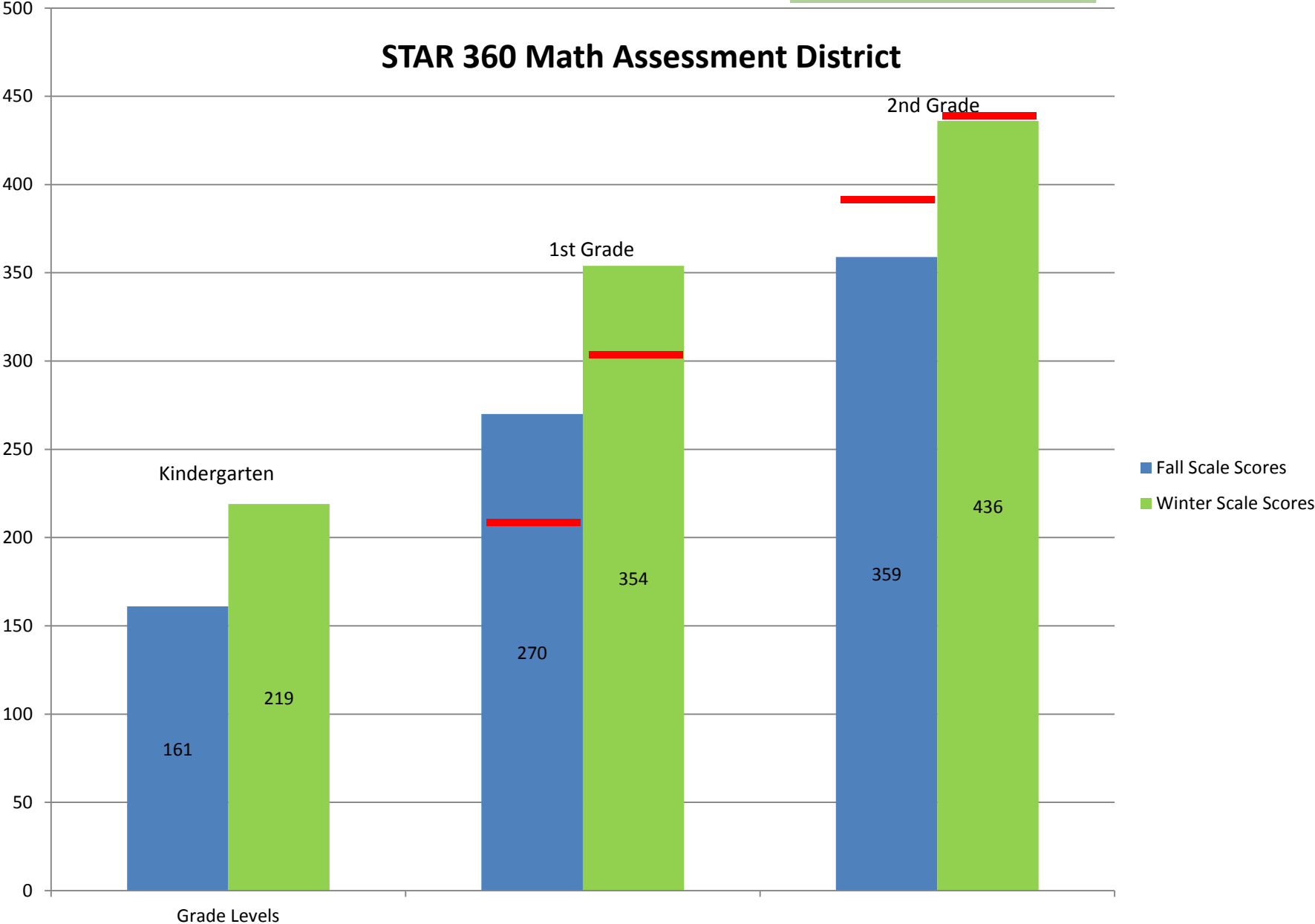
STAR 360 Reading Assessment District



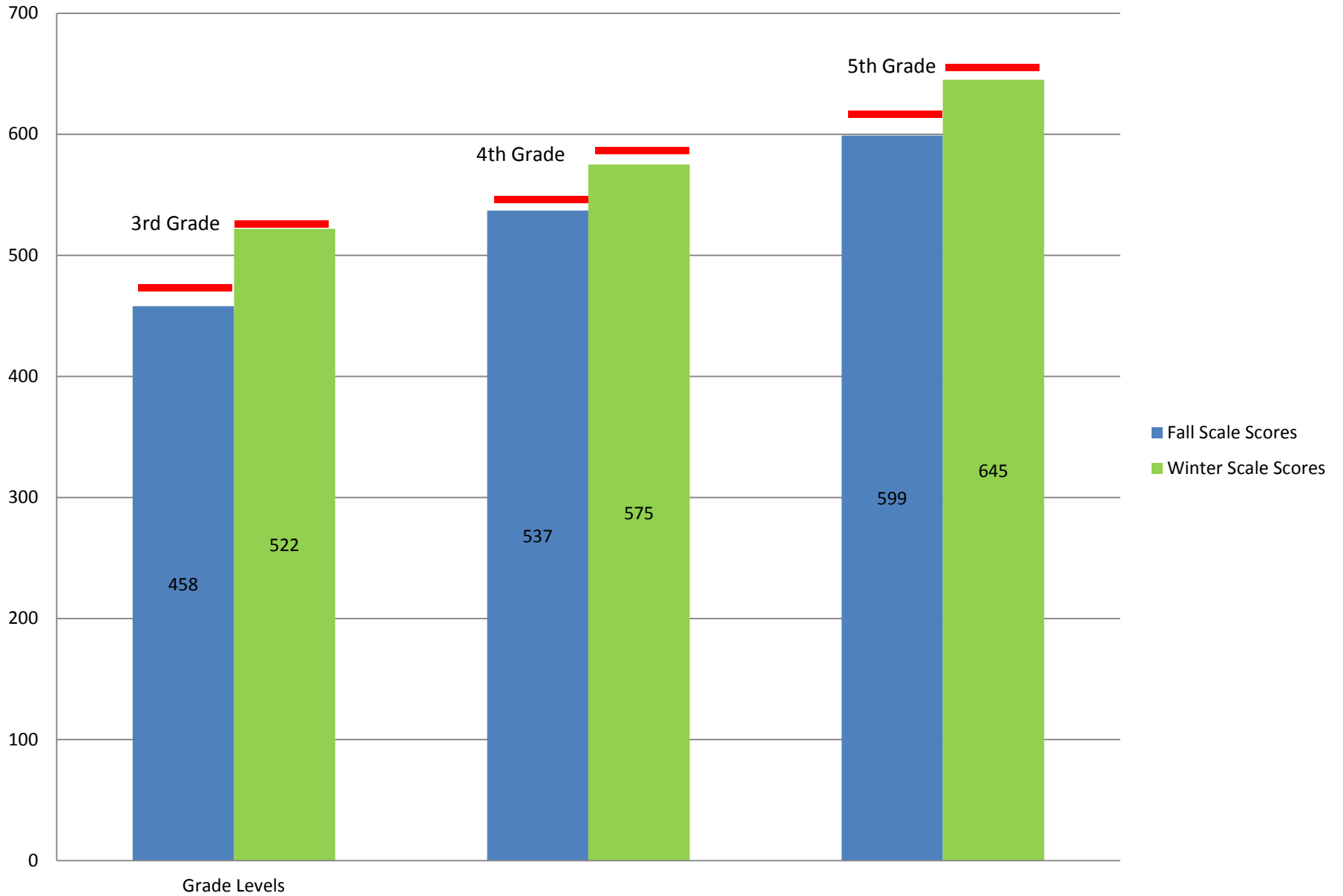
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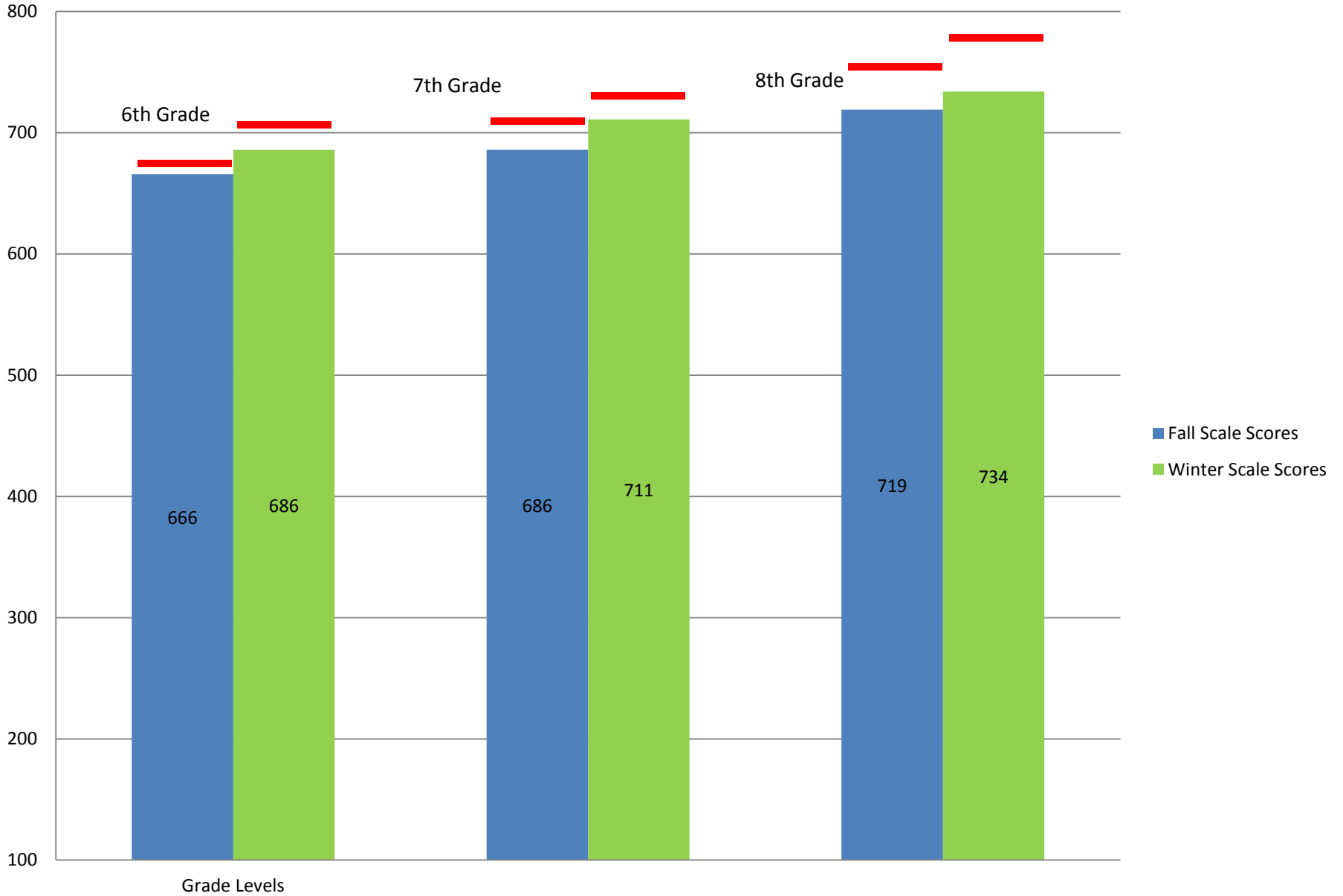
STAR 360 Math Assessment District



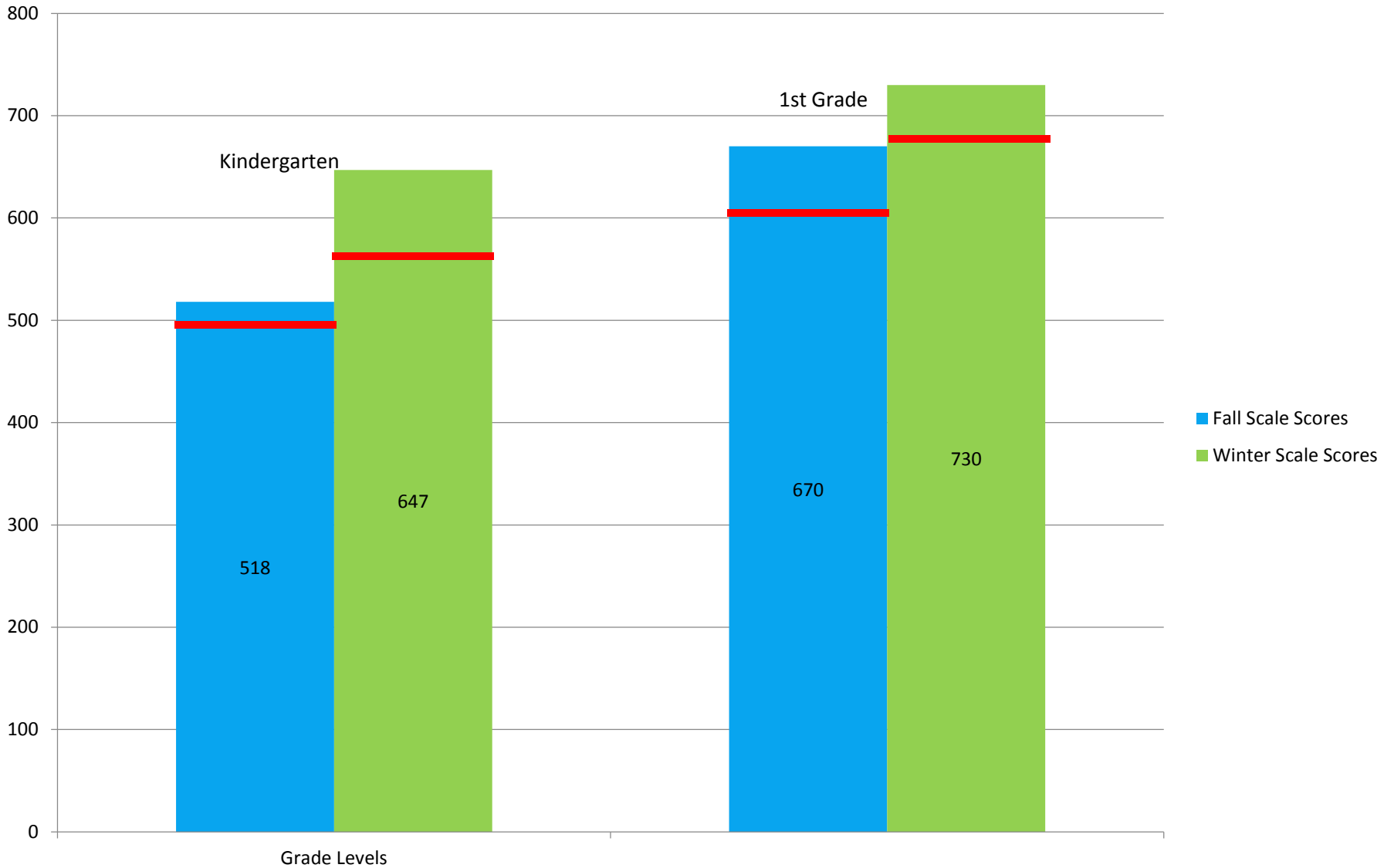
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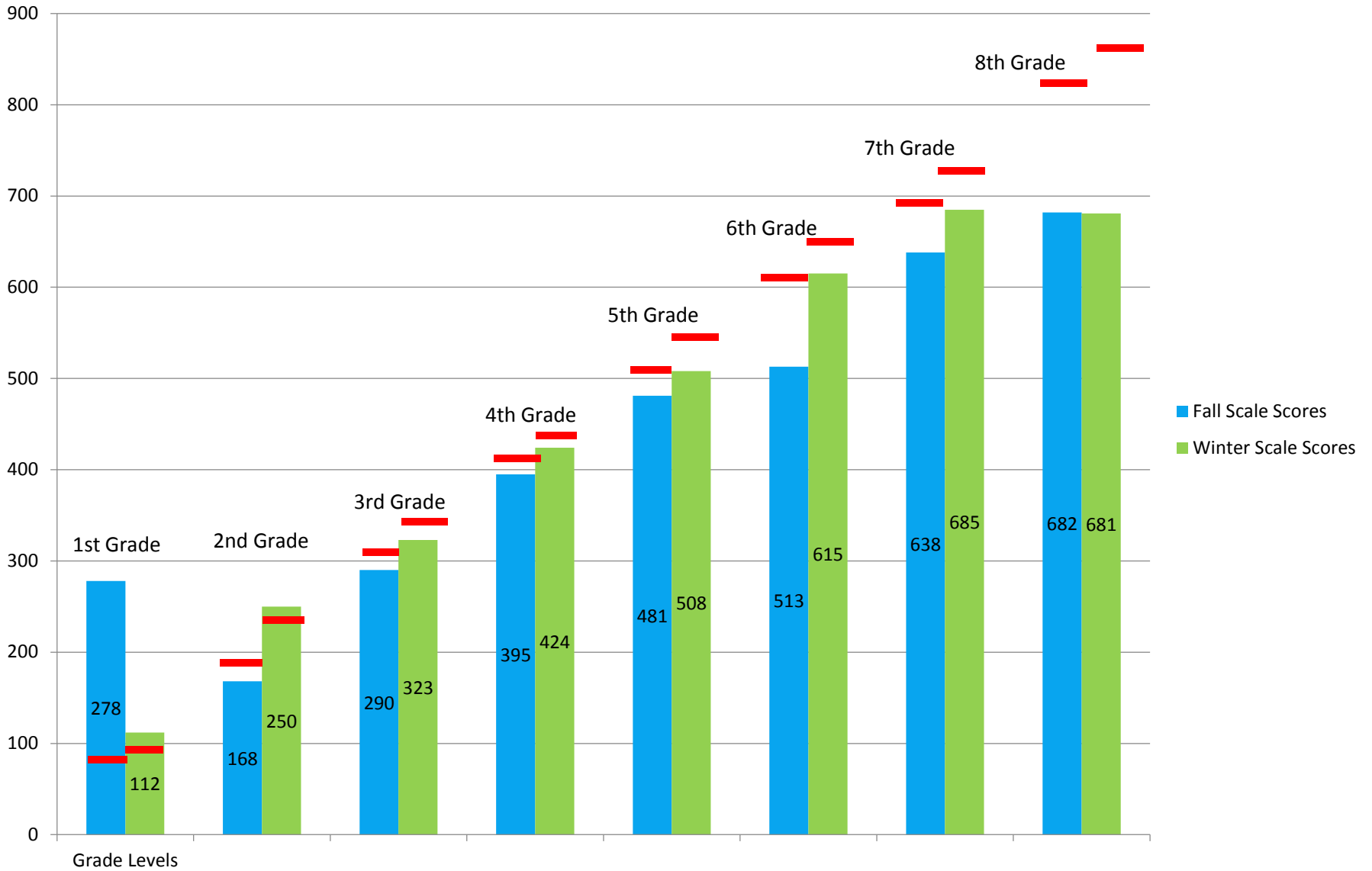
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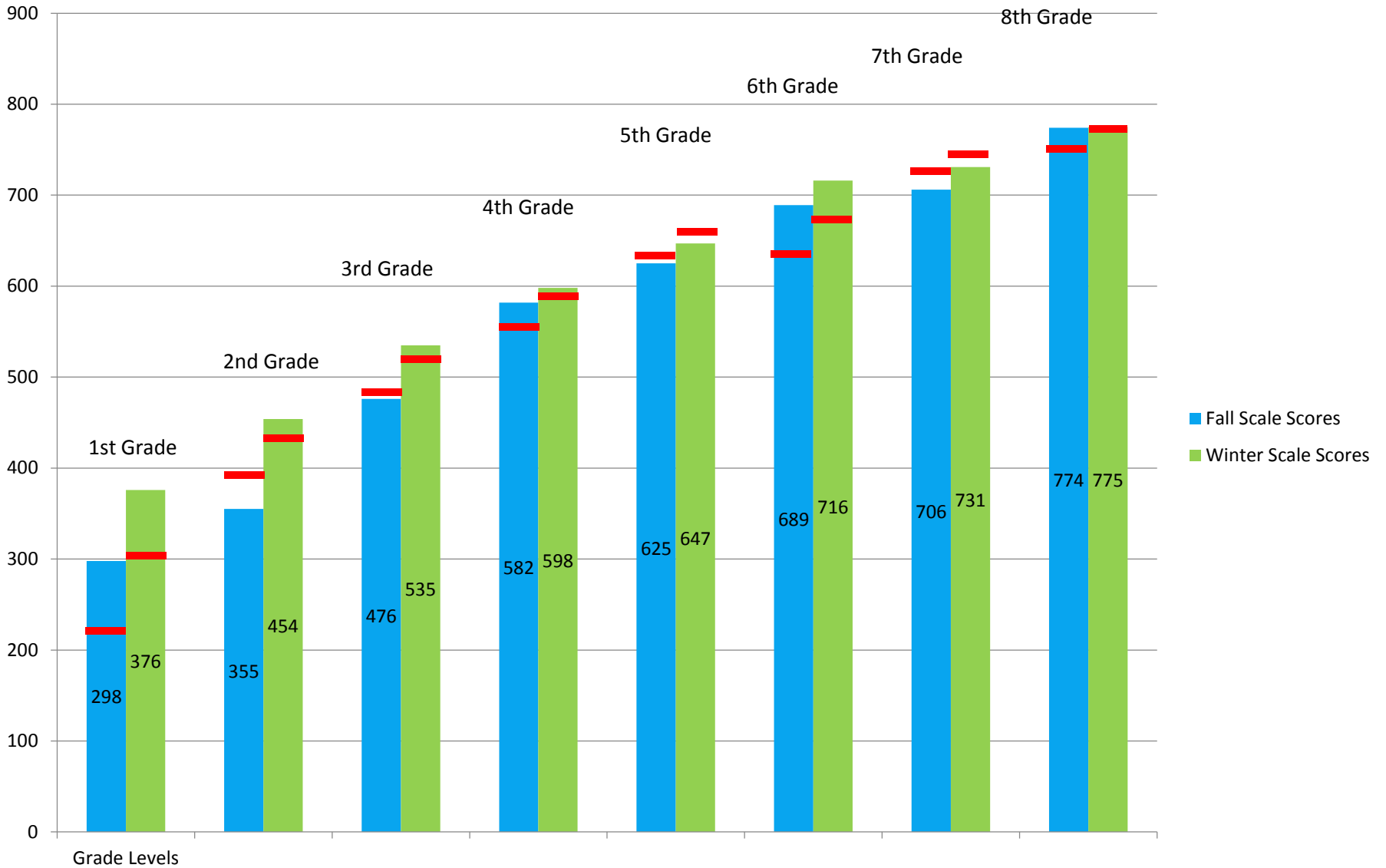
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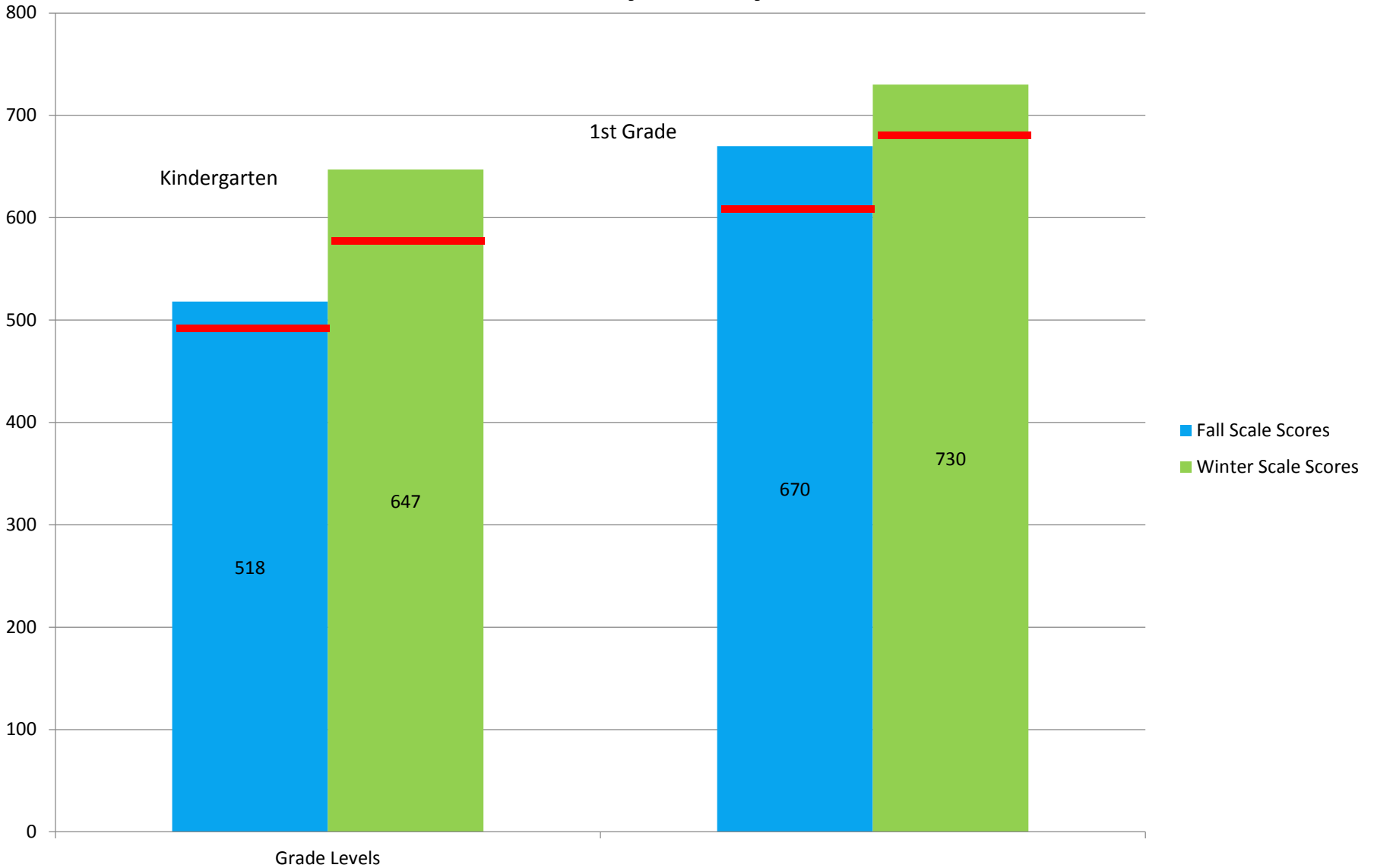
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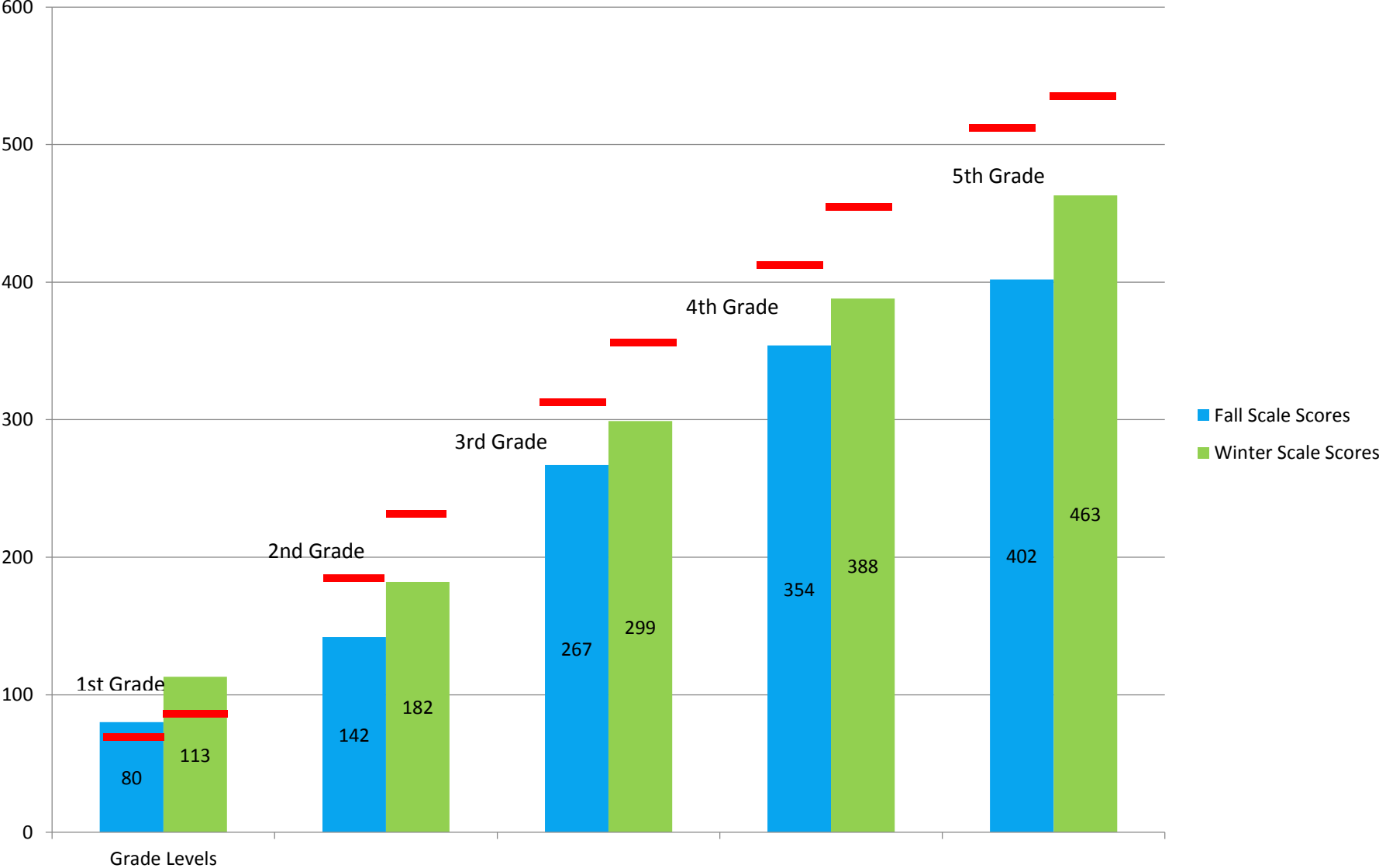
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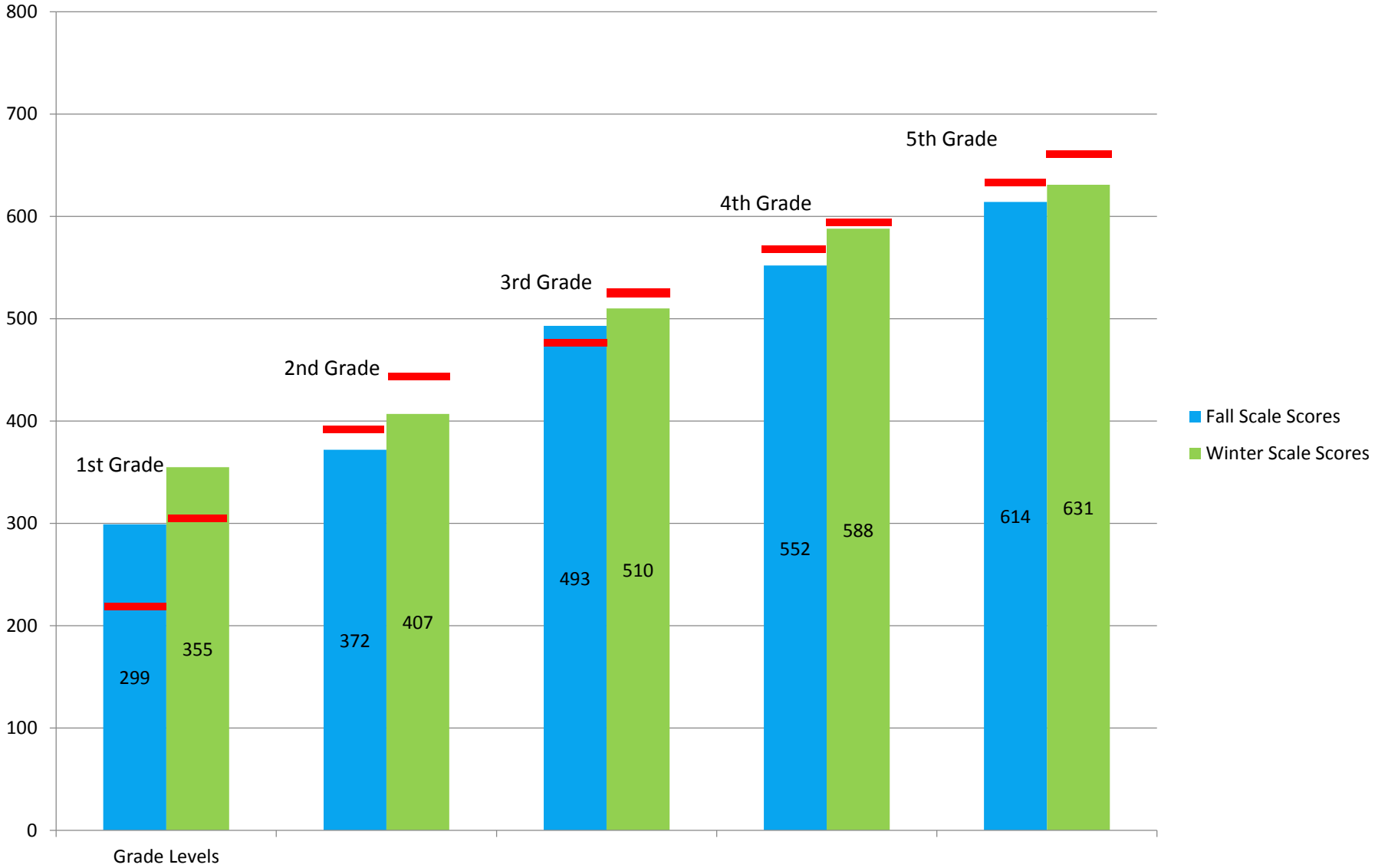
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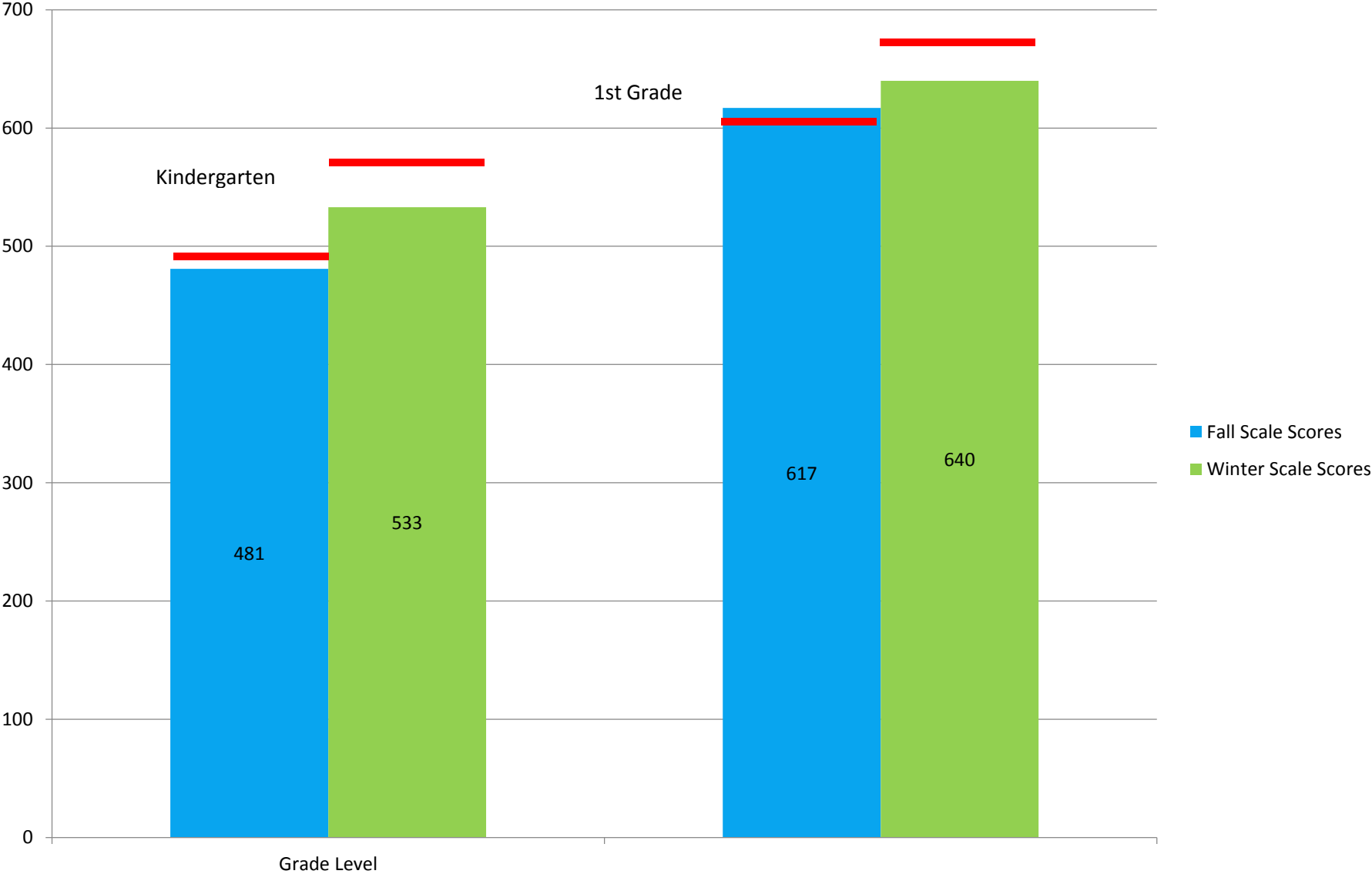
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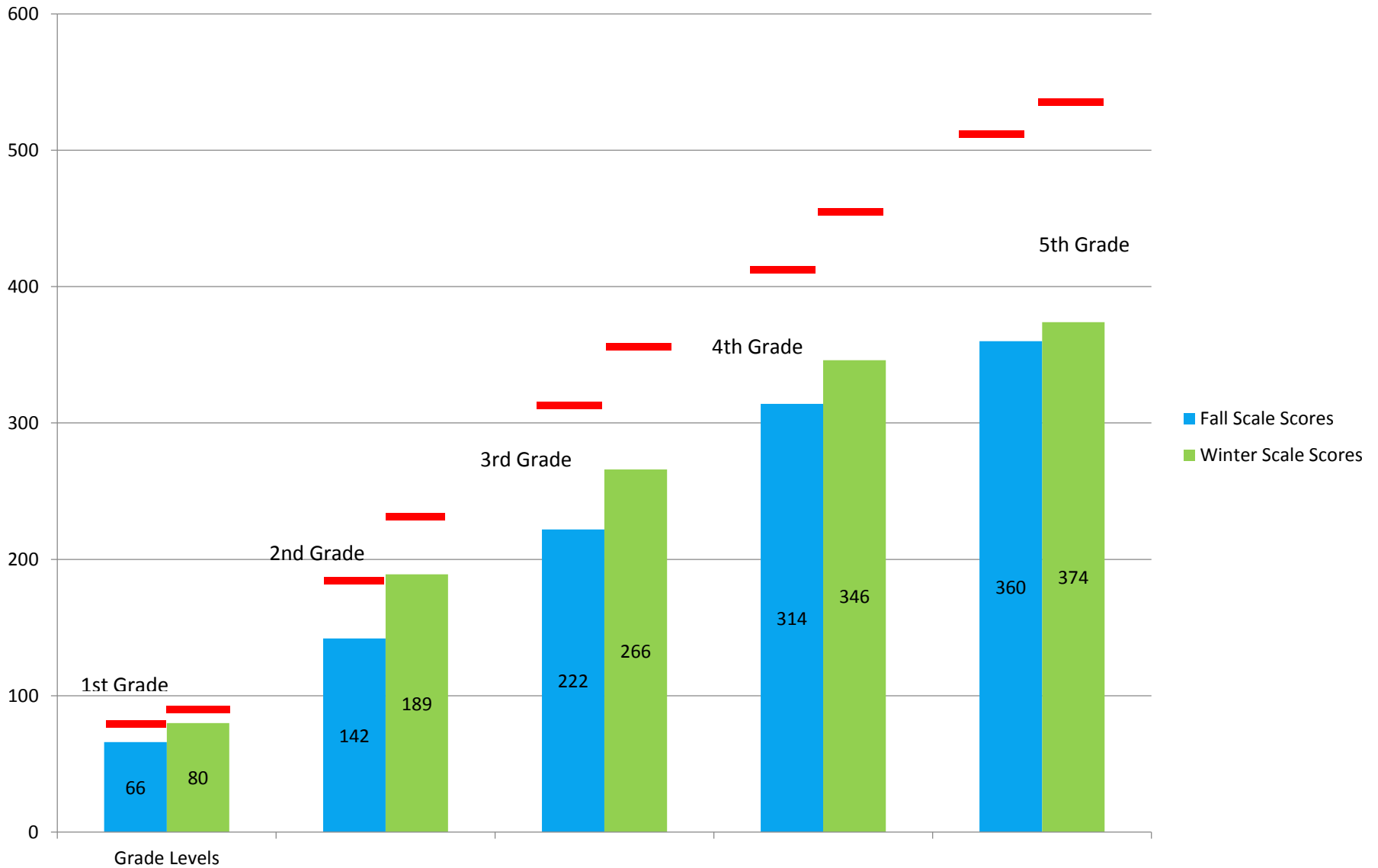
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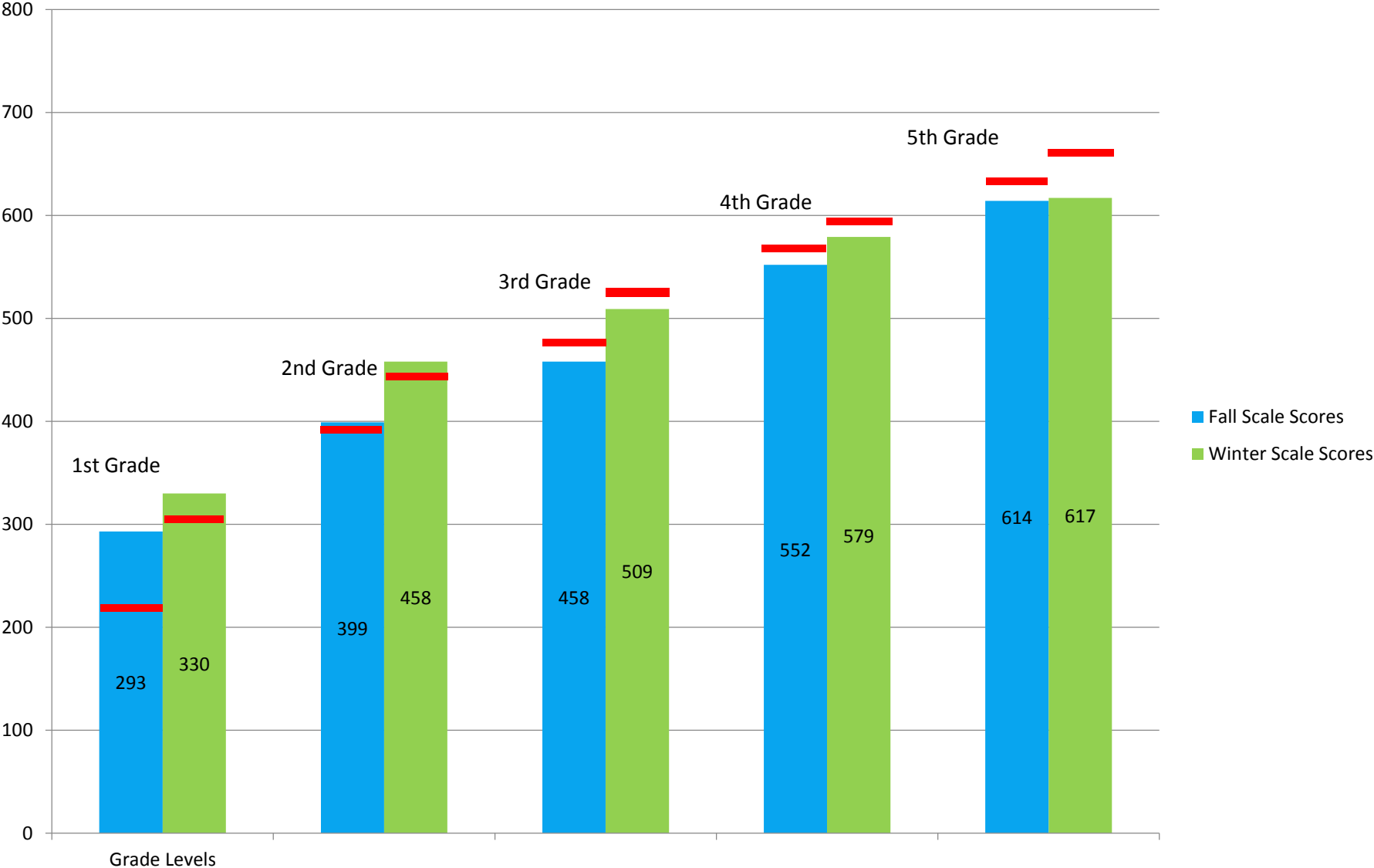
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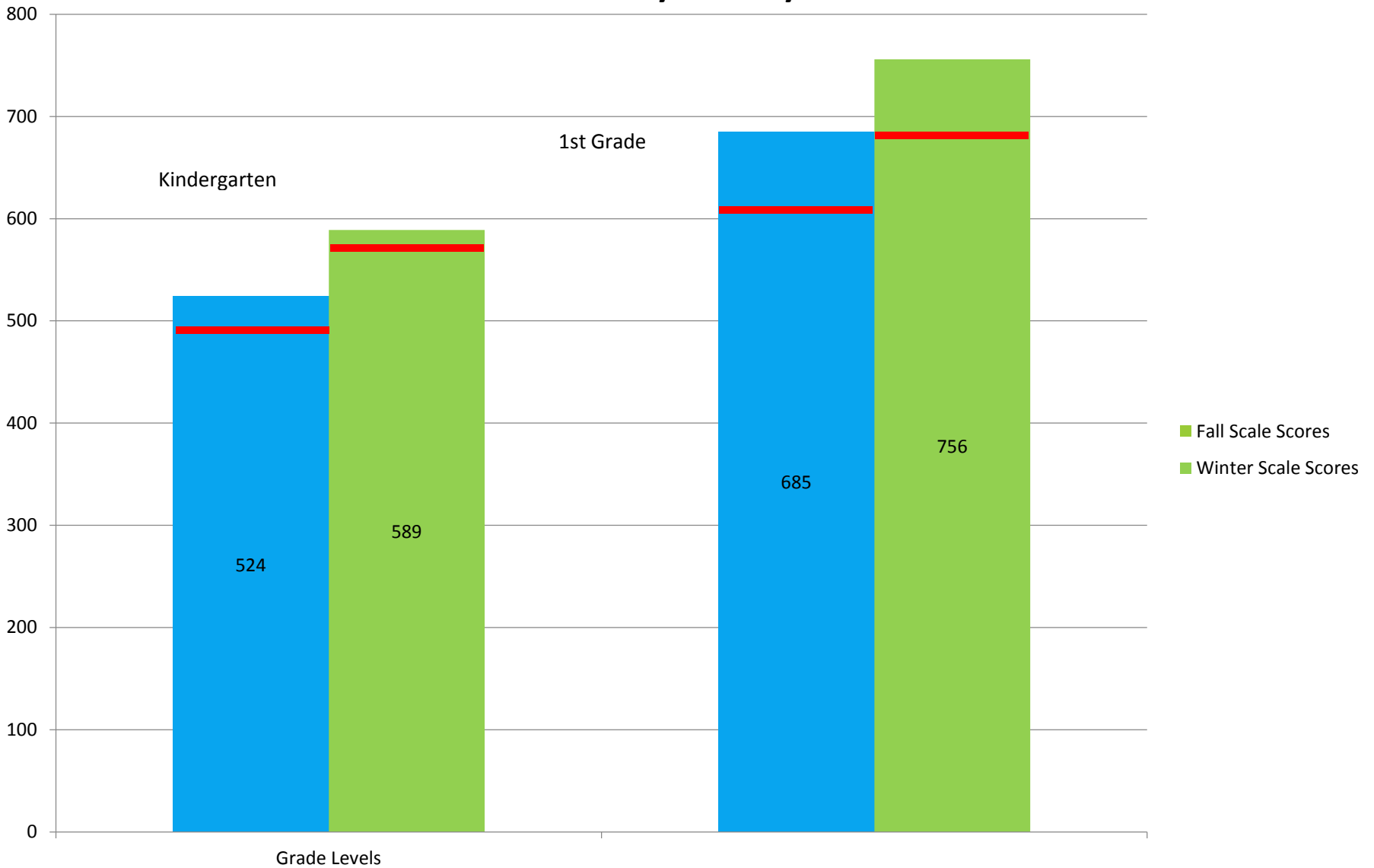
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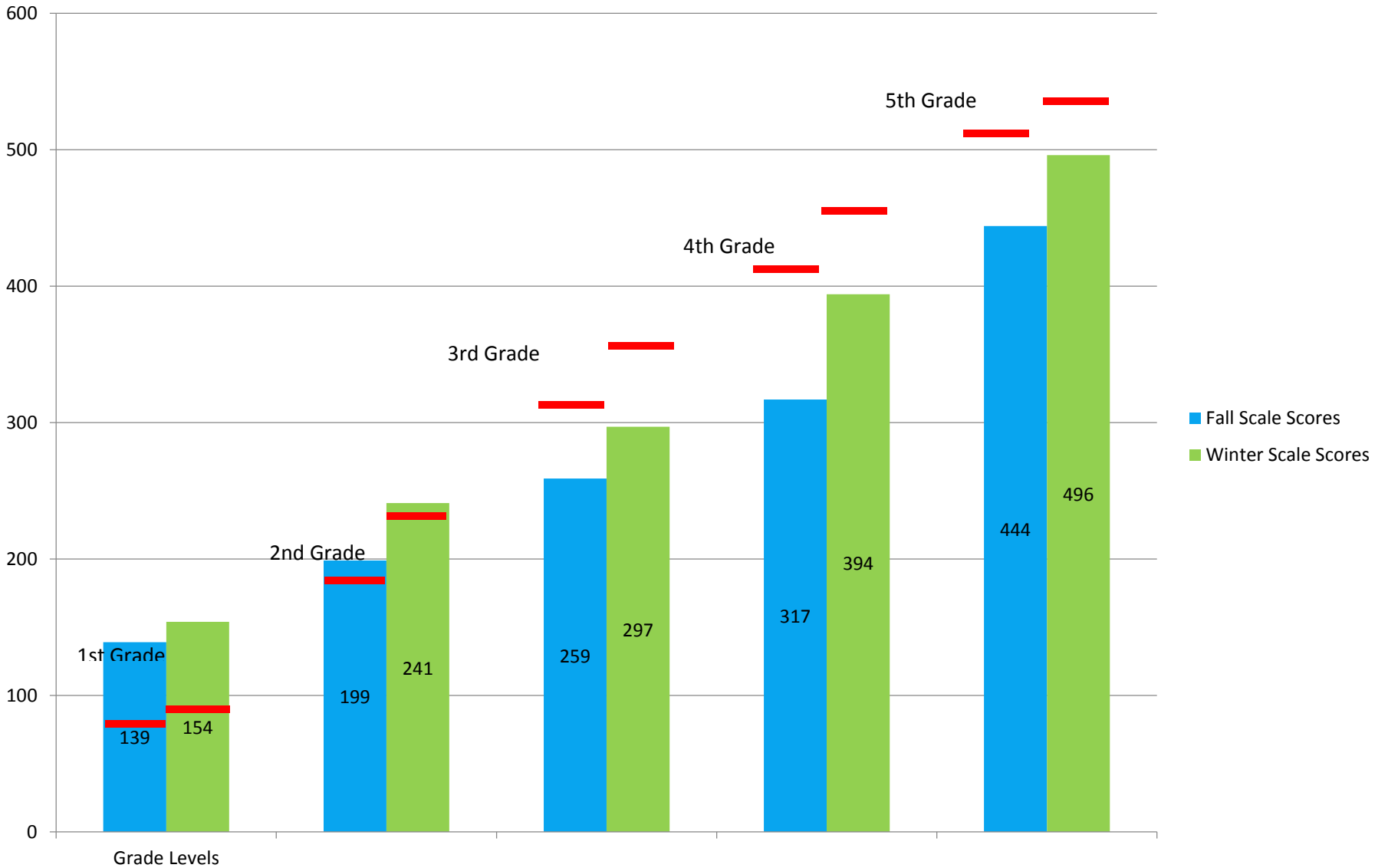
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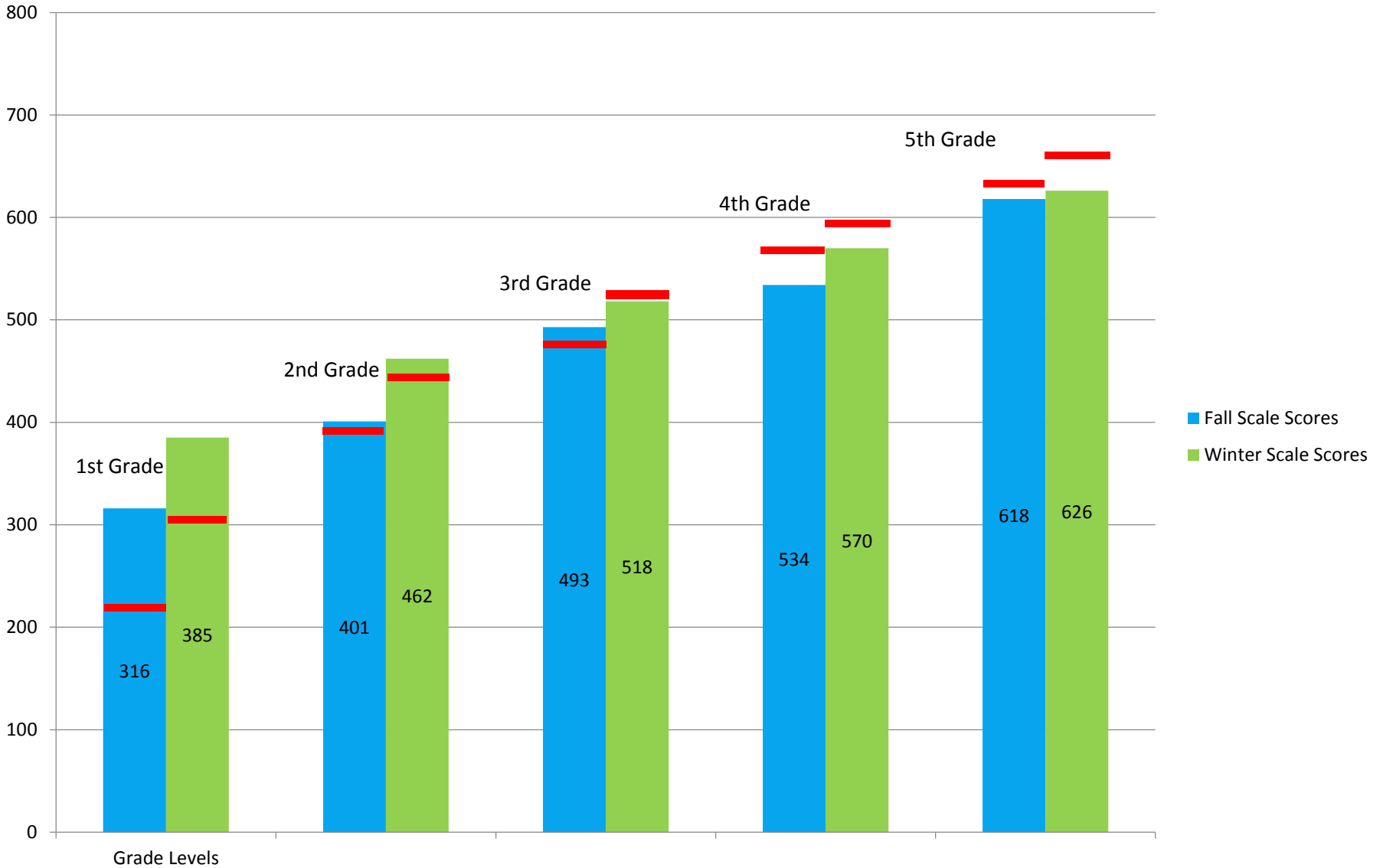
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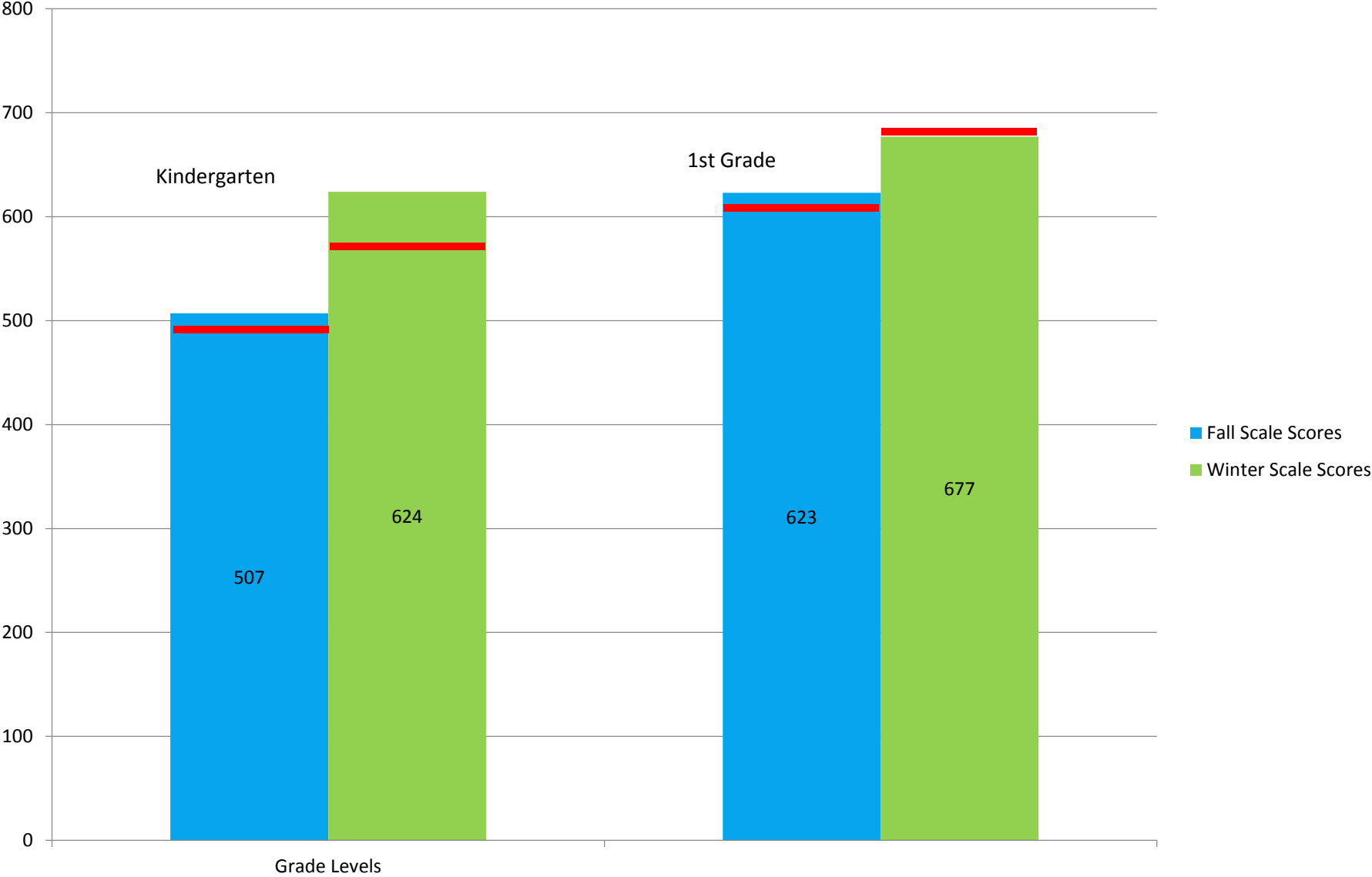
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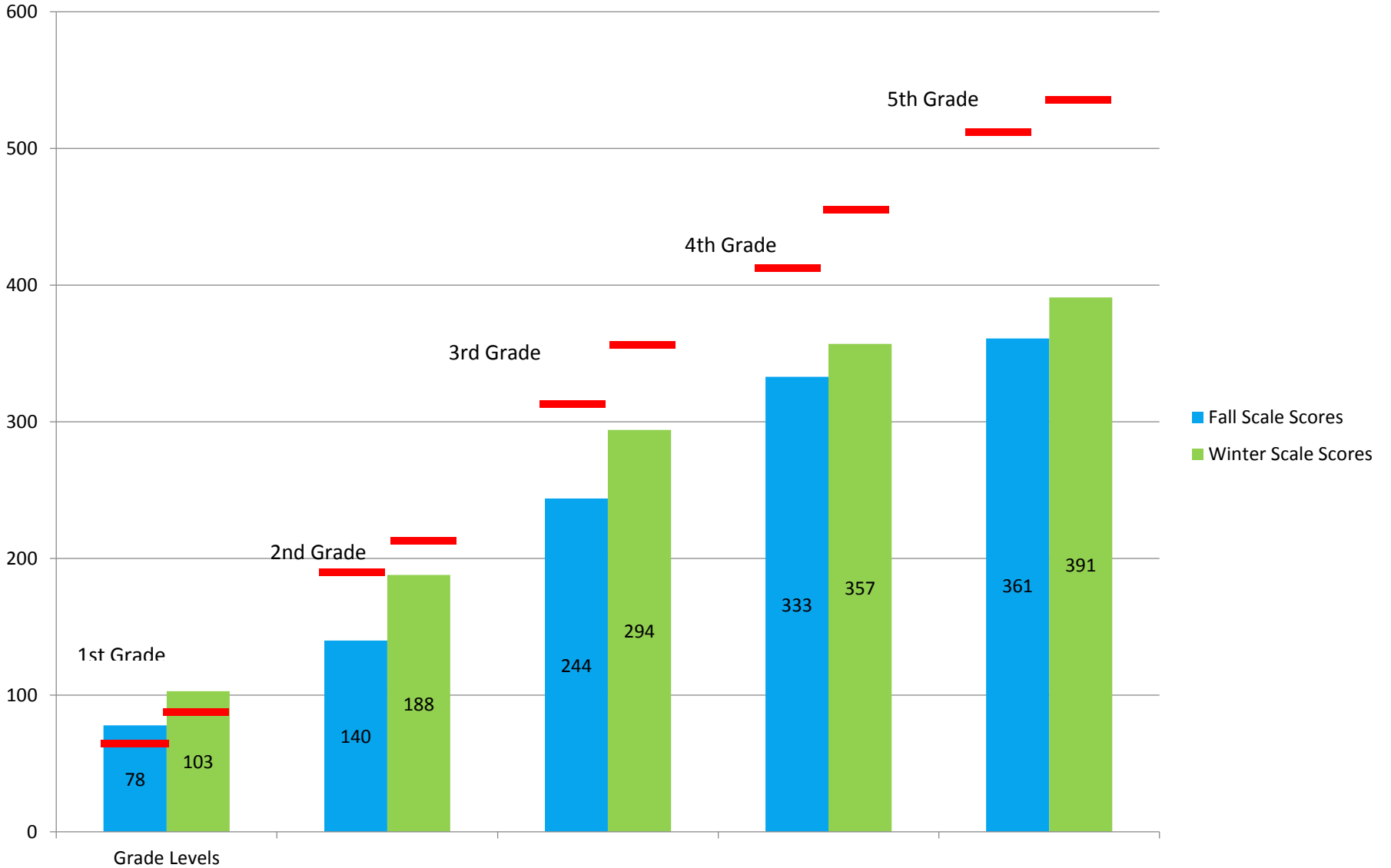
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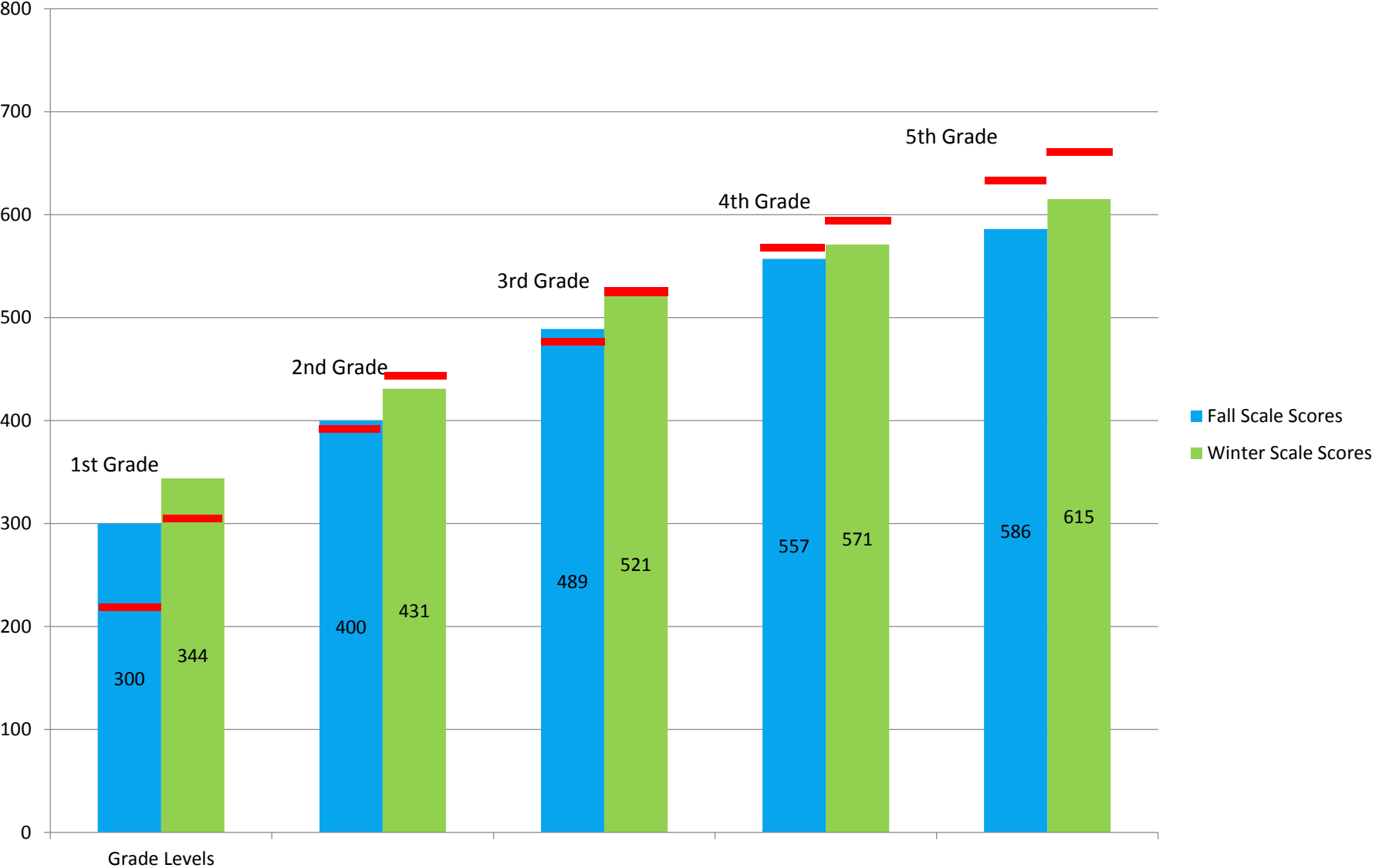
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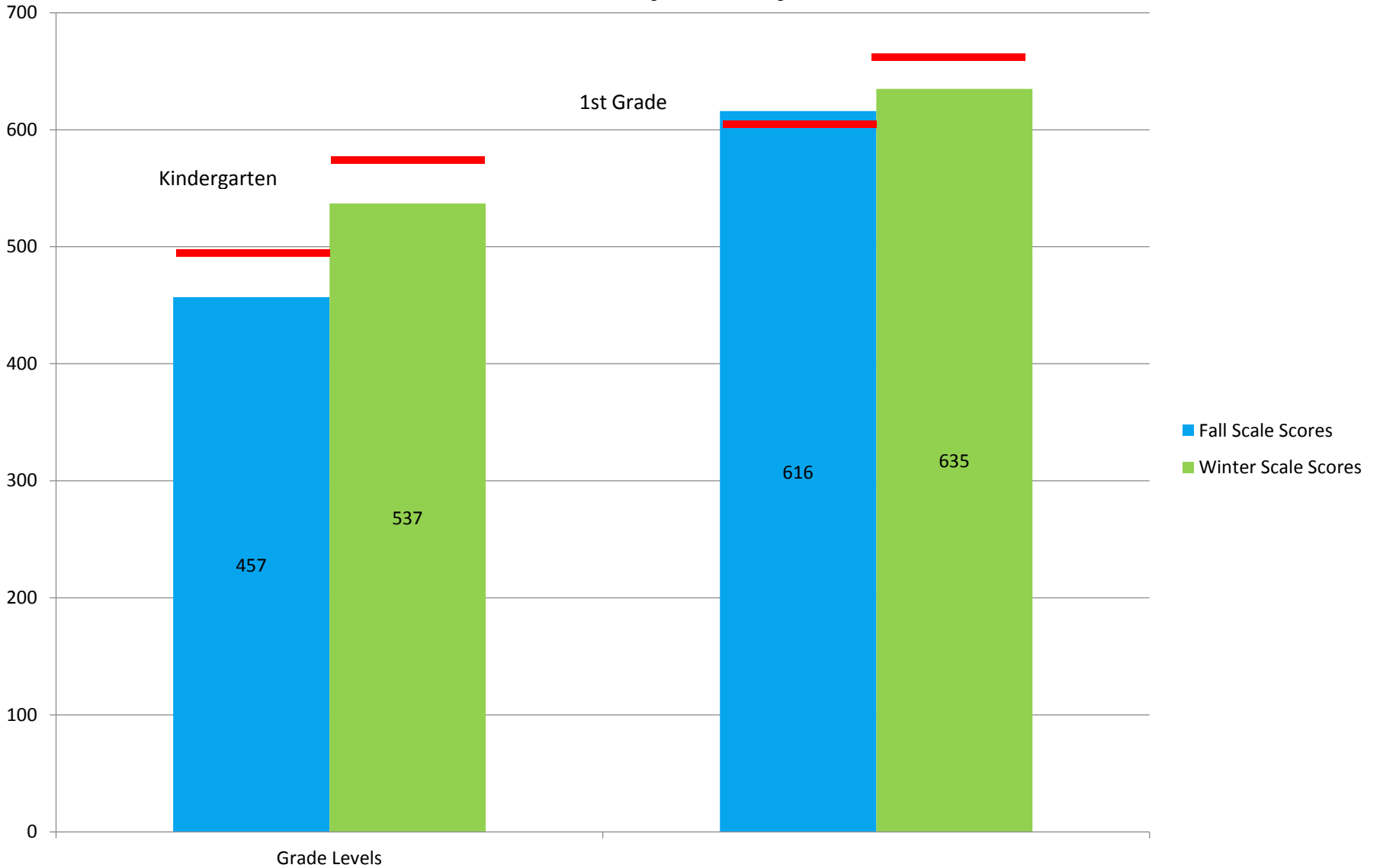
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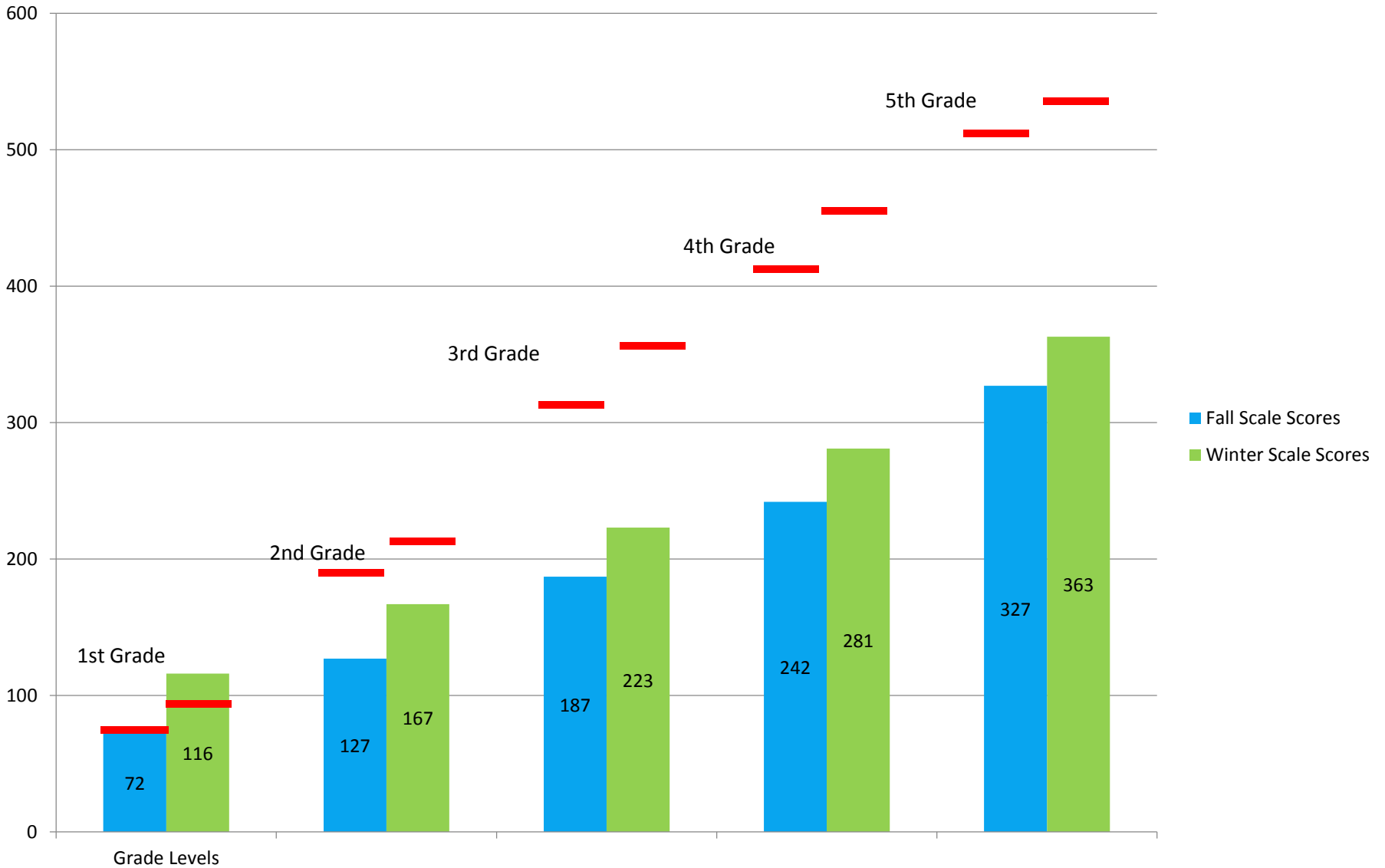
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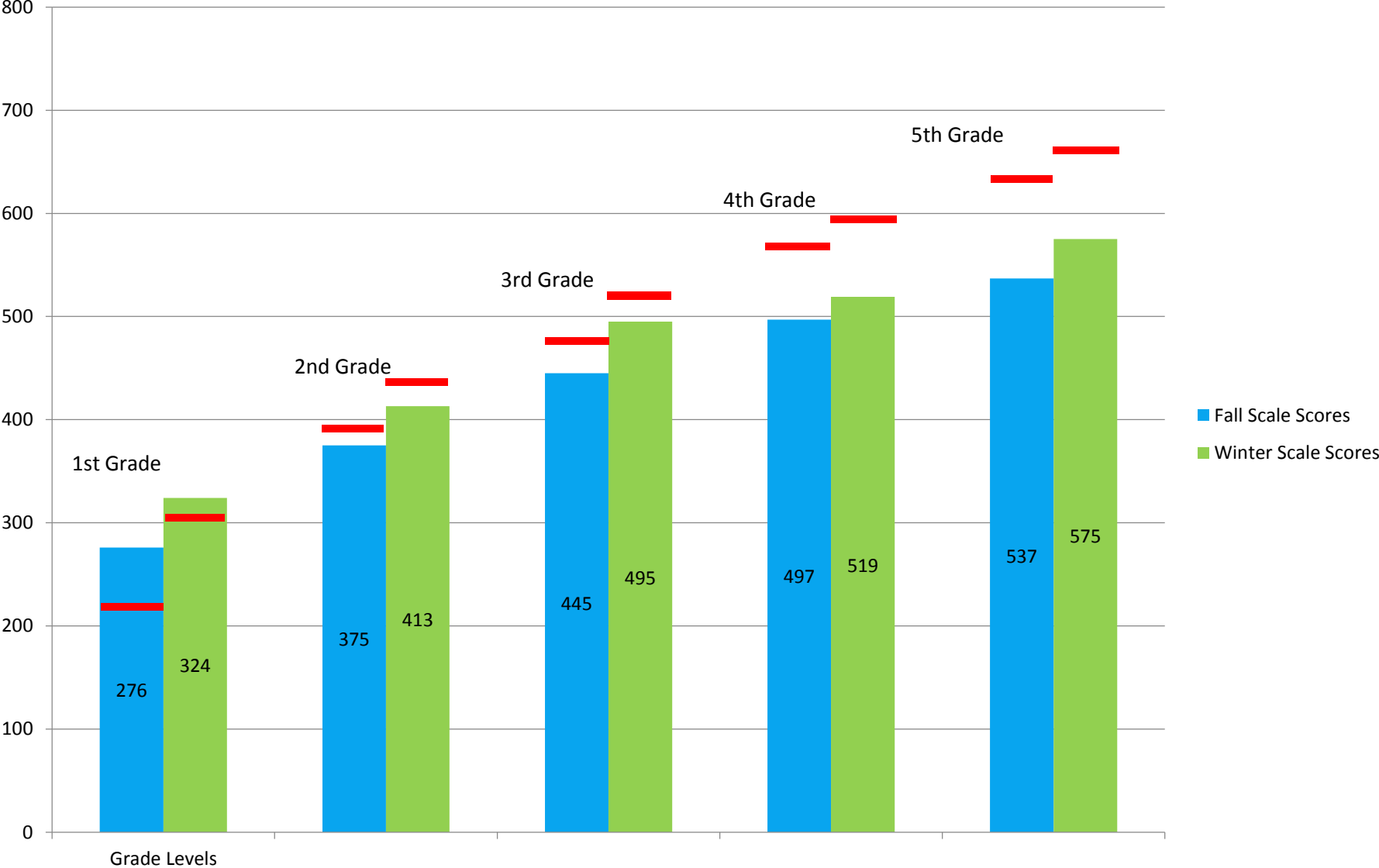
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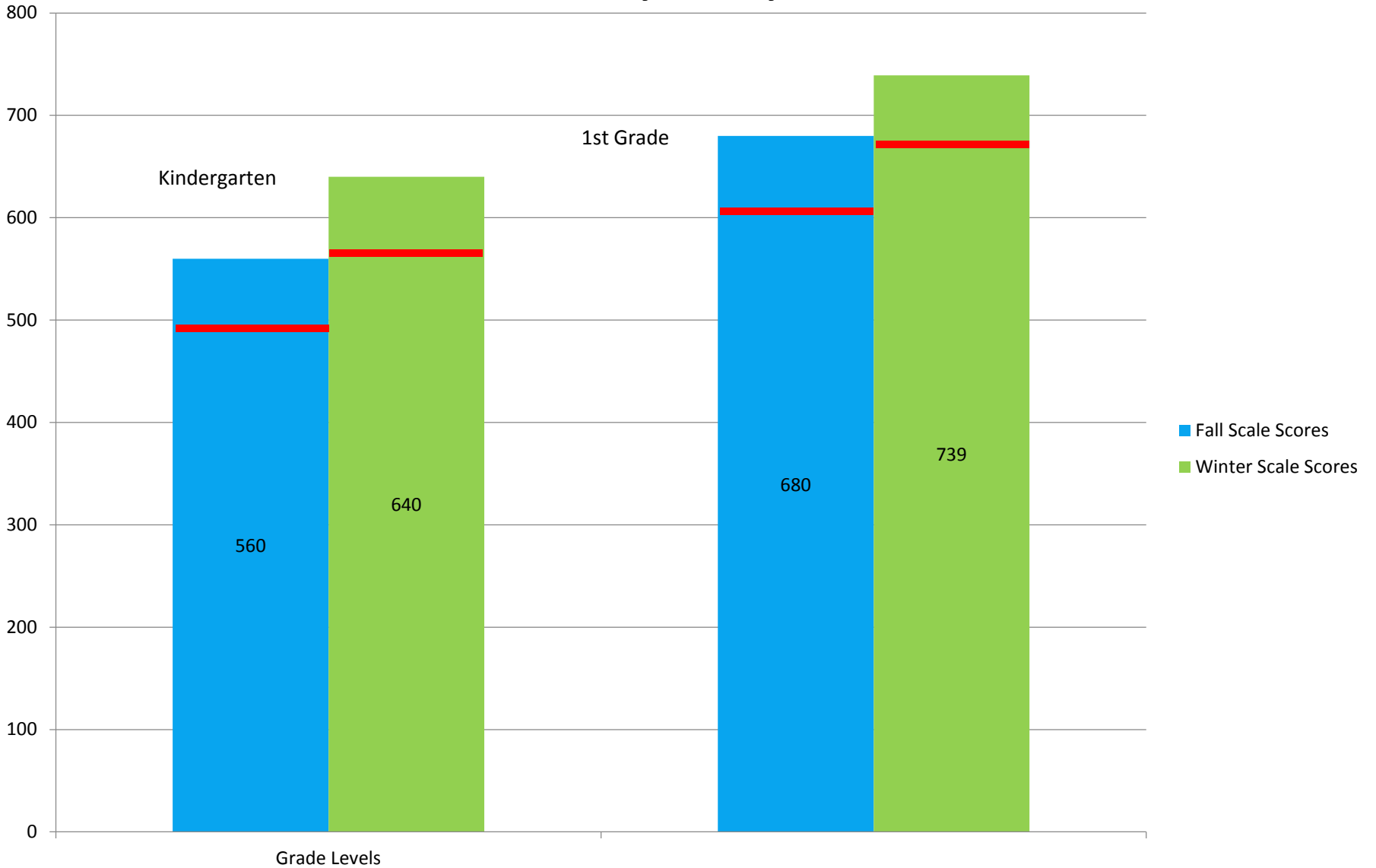
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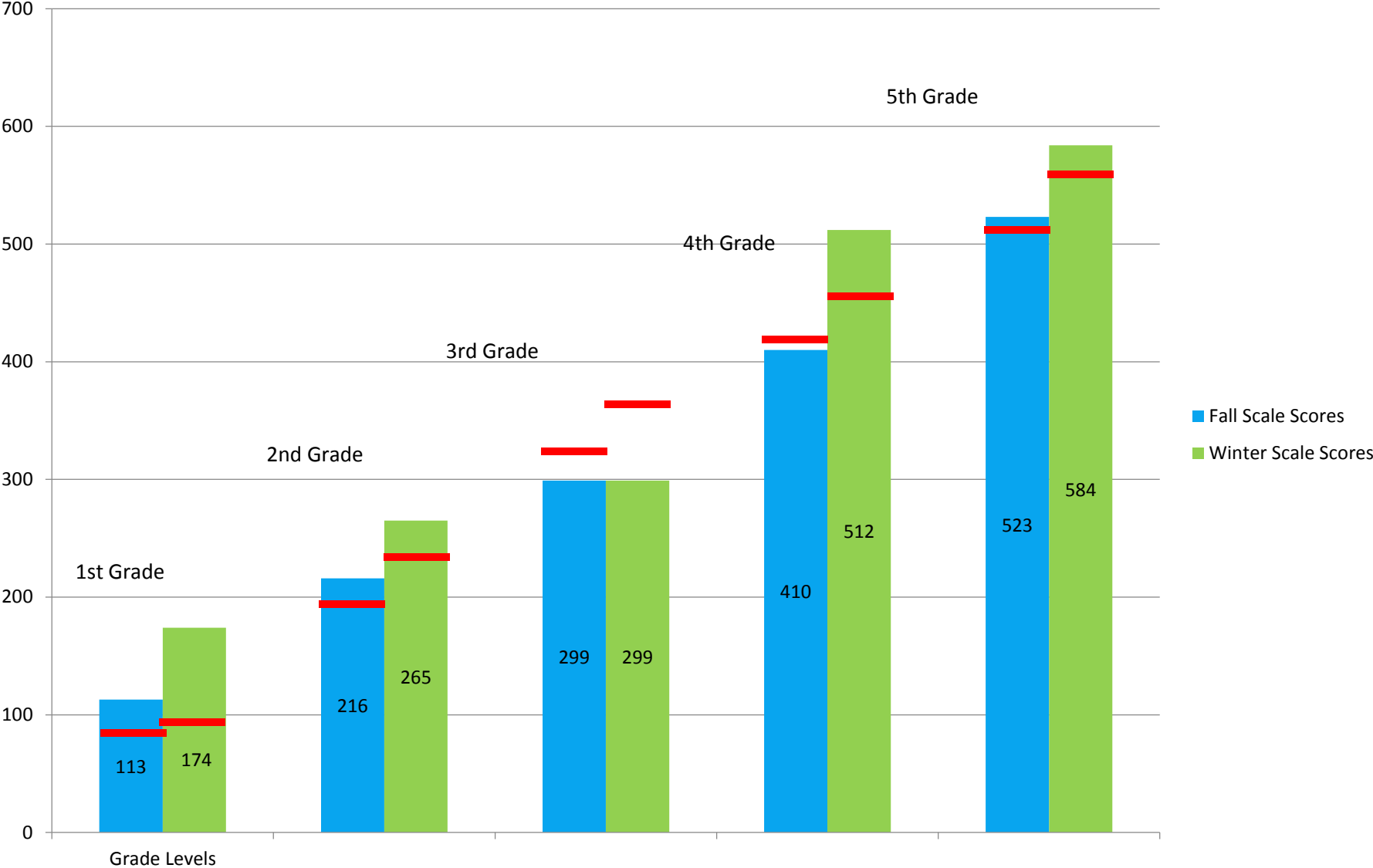
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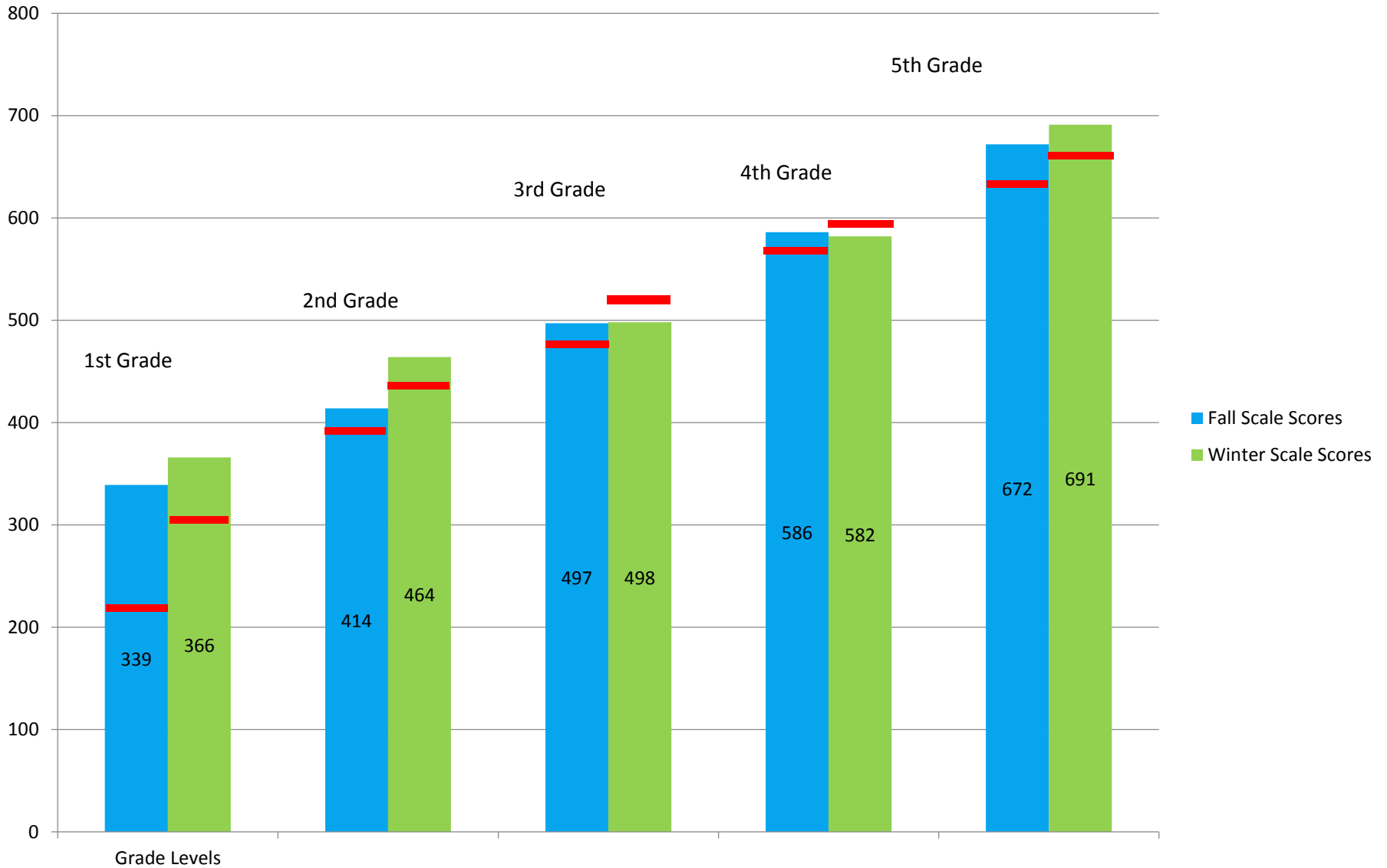
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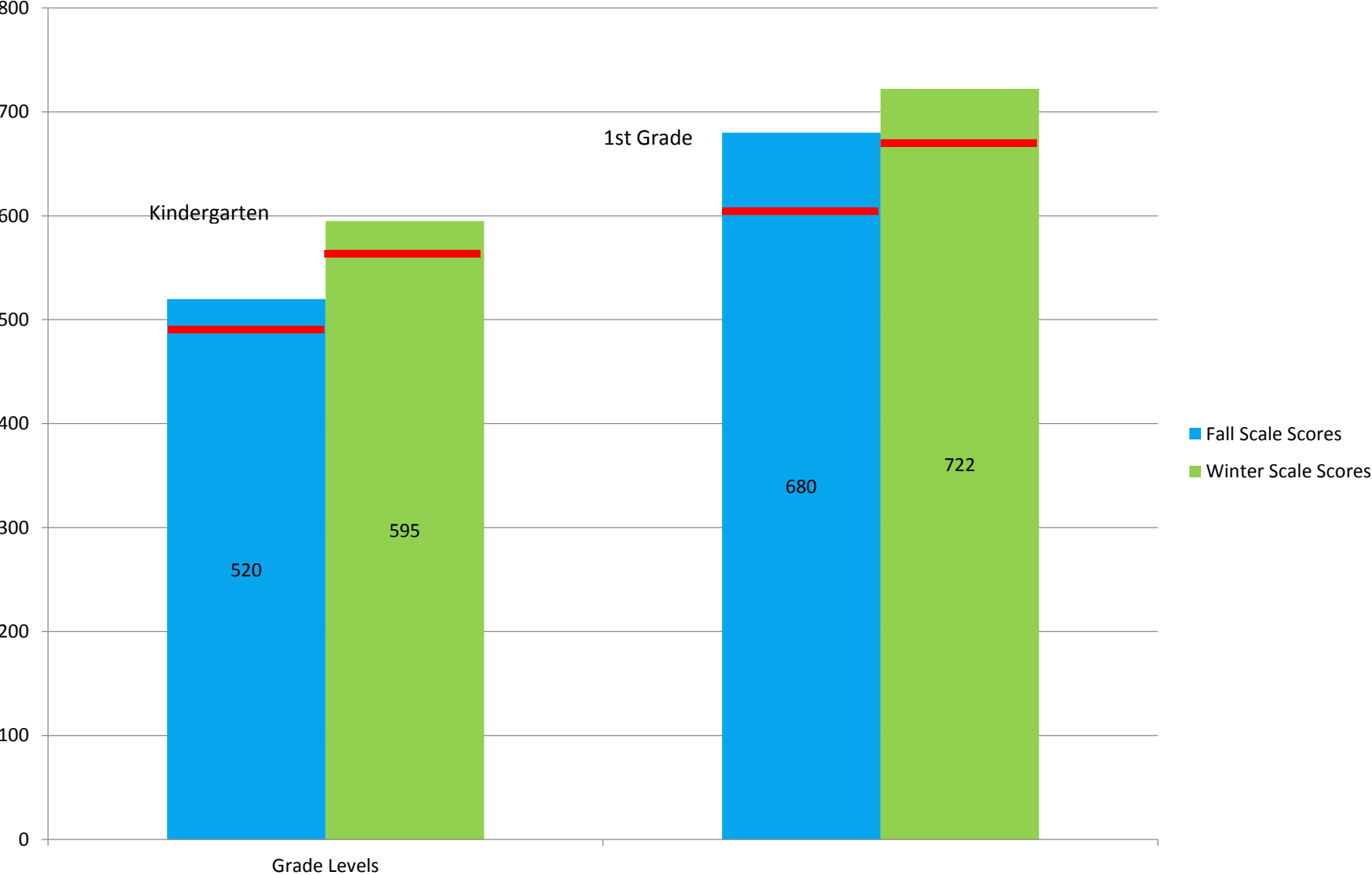
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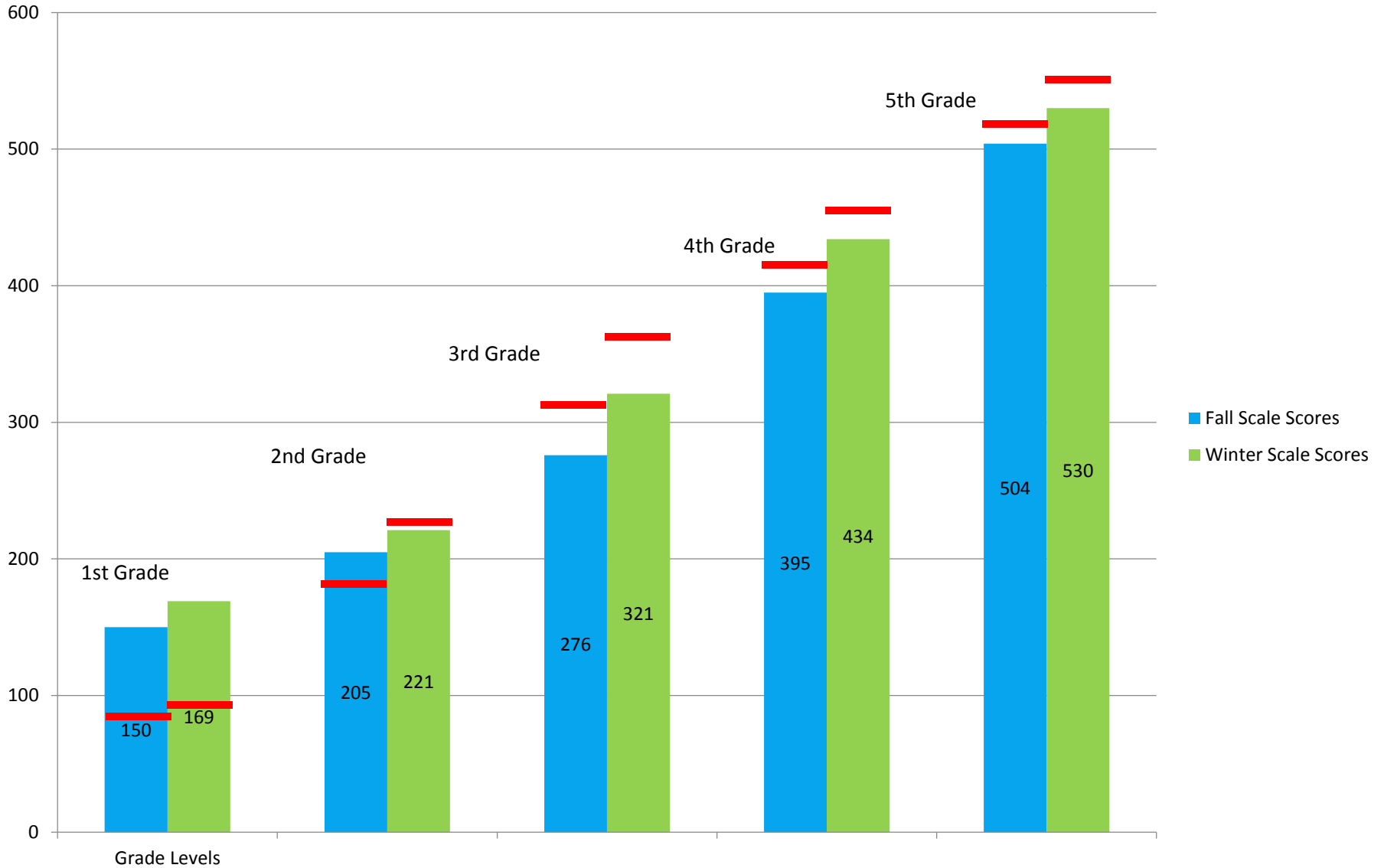
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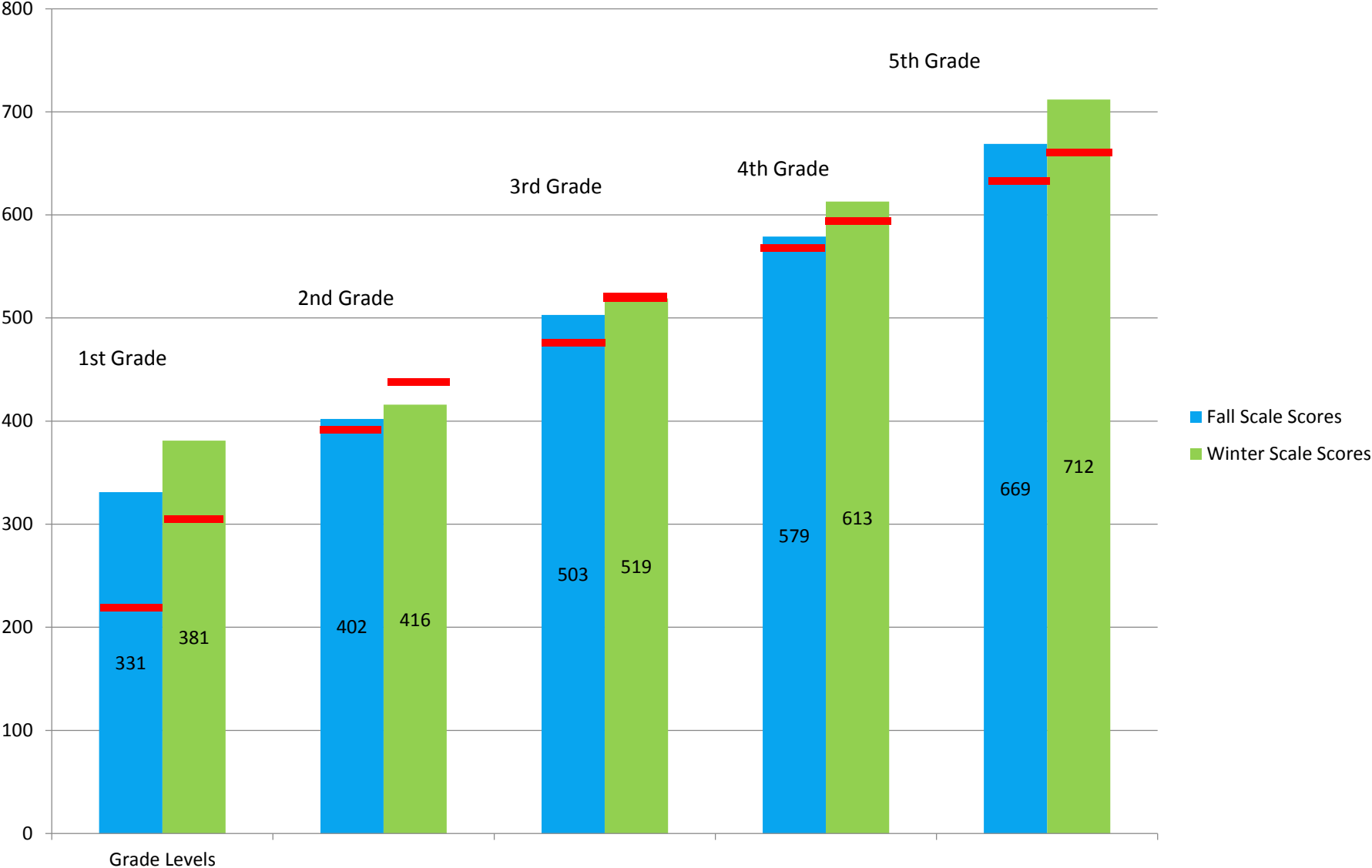
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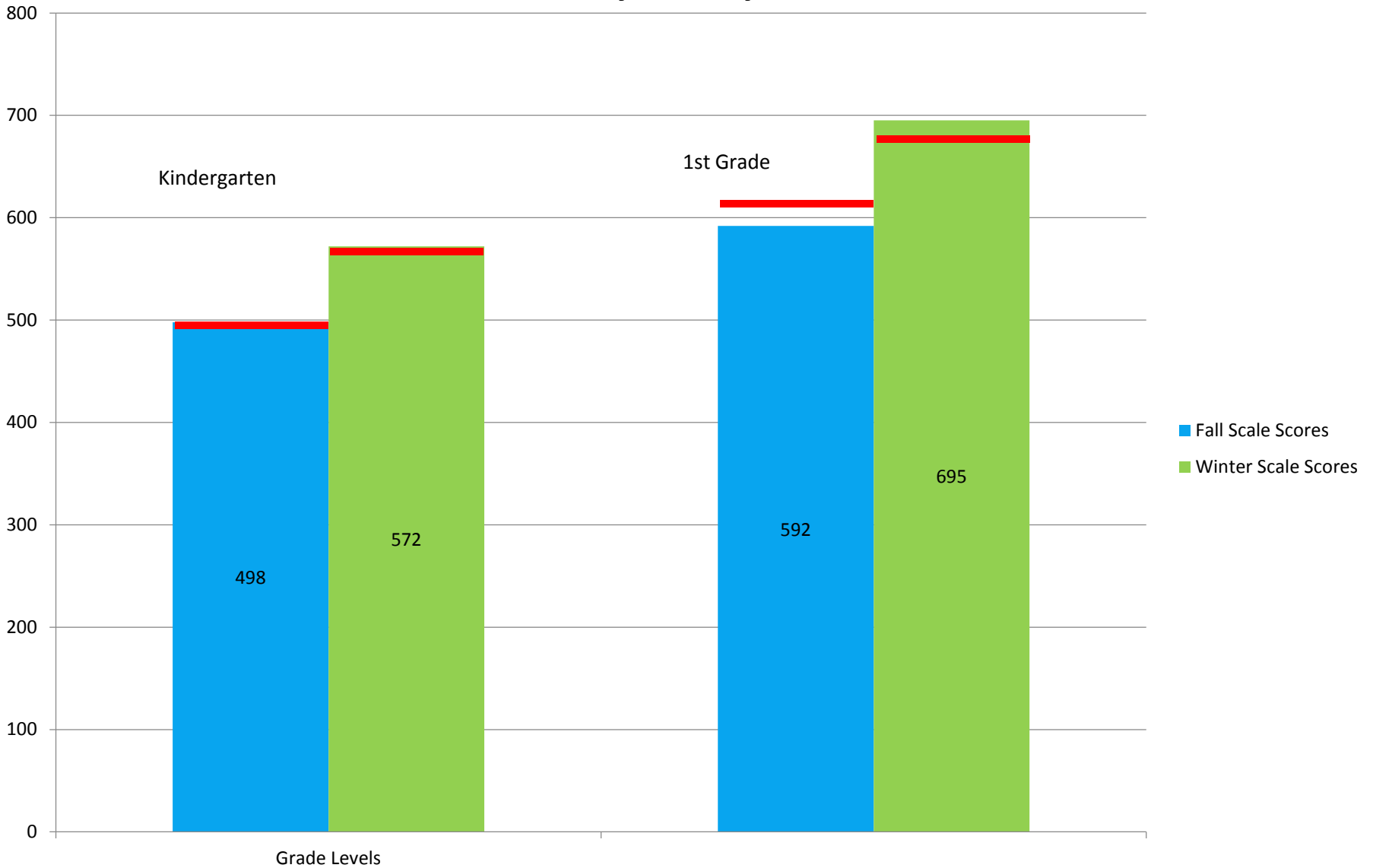
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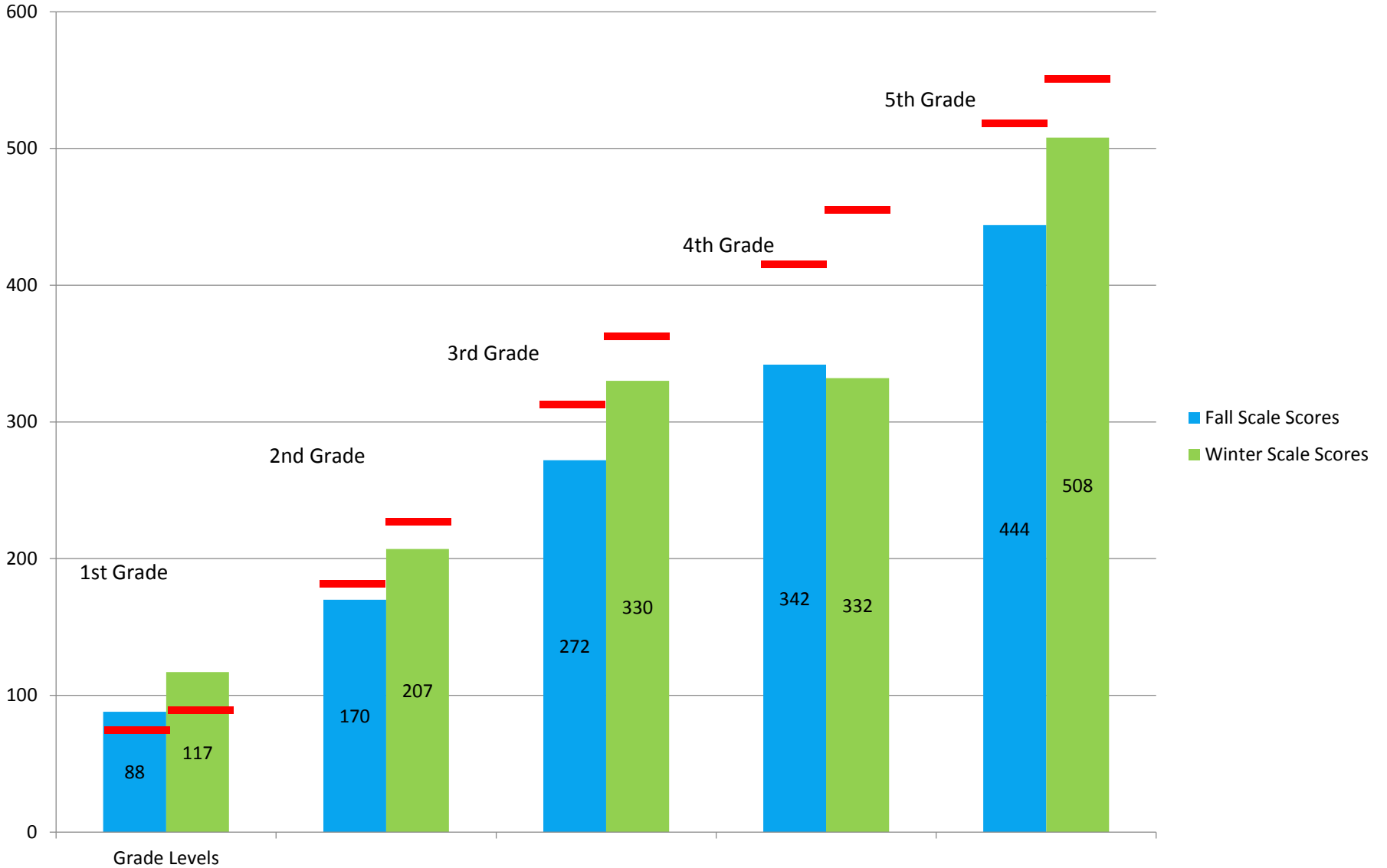
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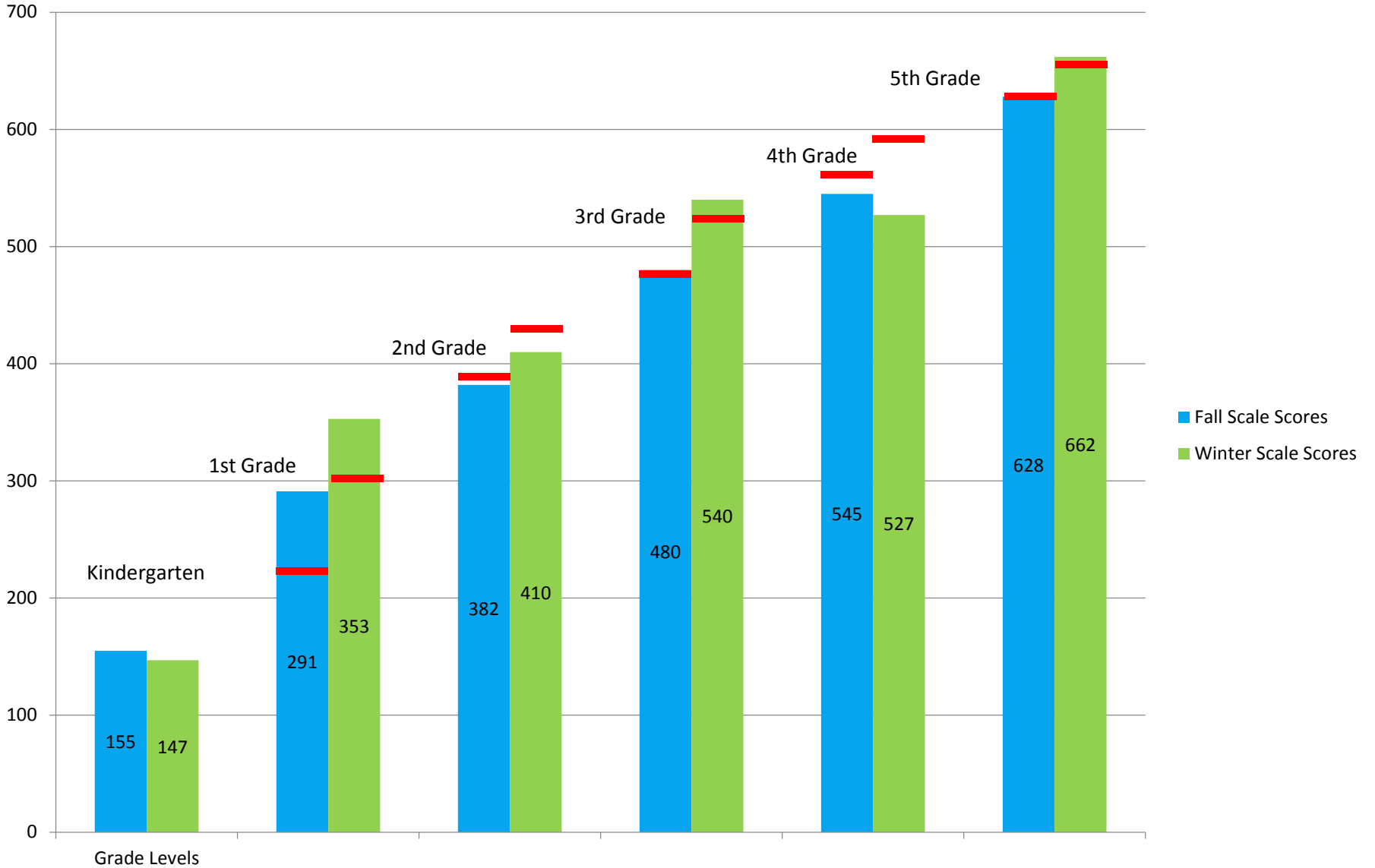
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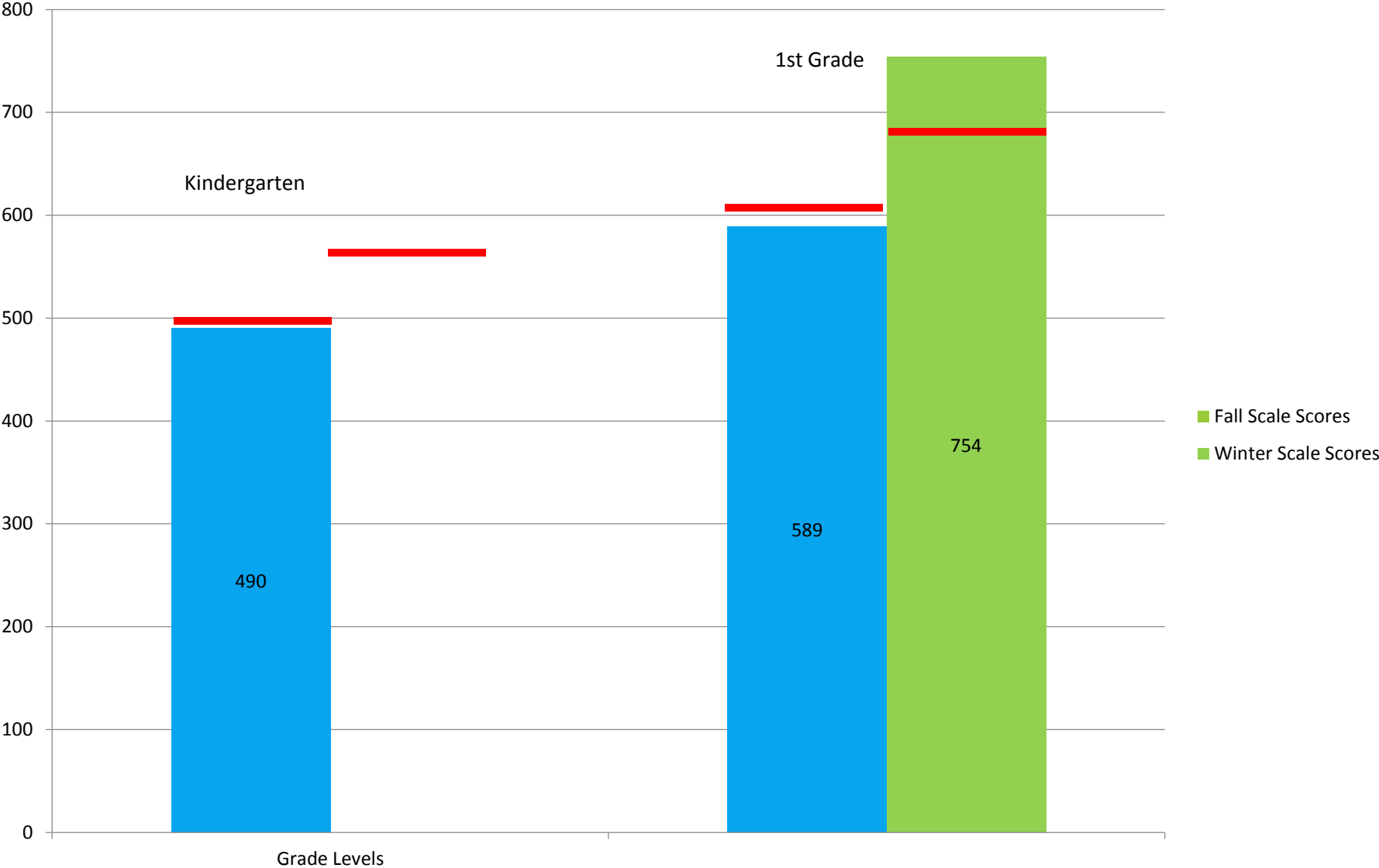
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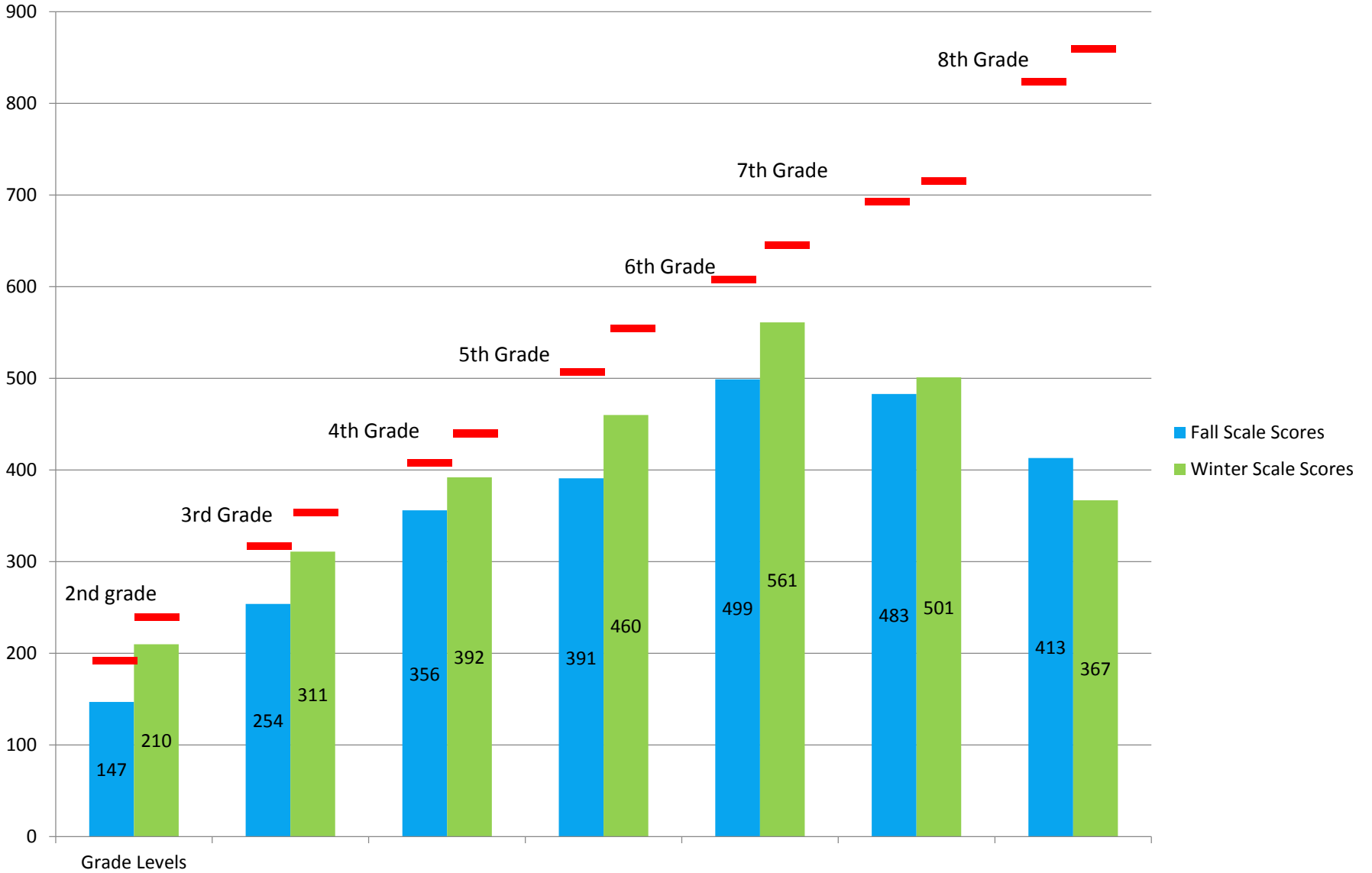
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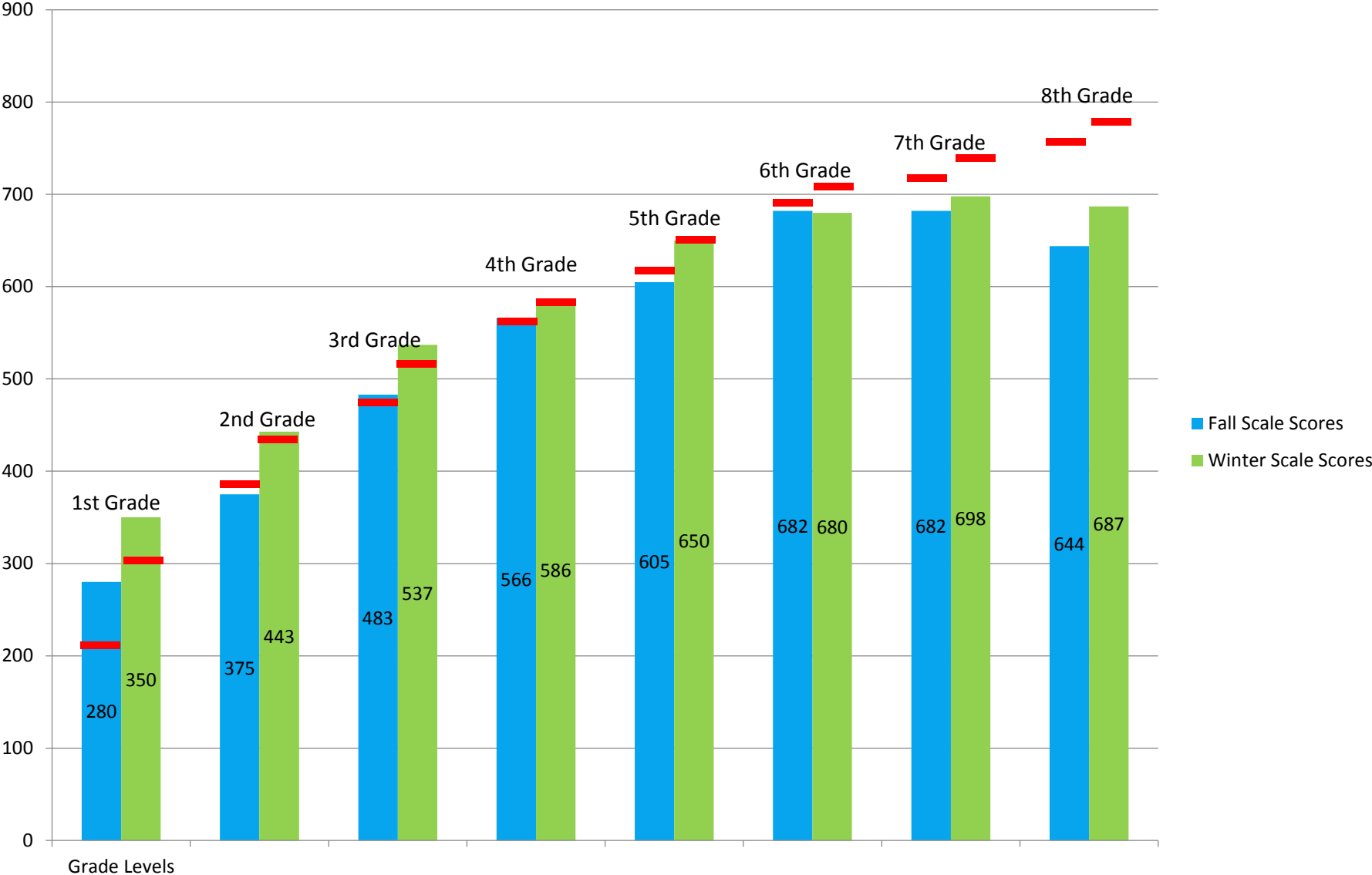
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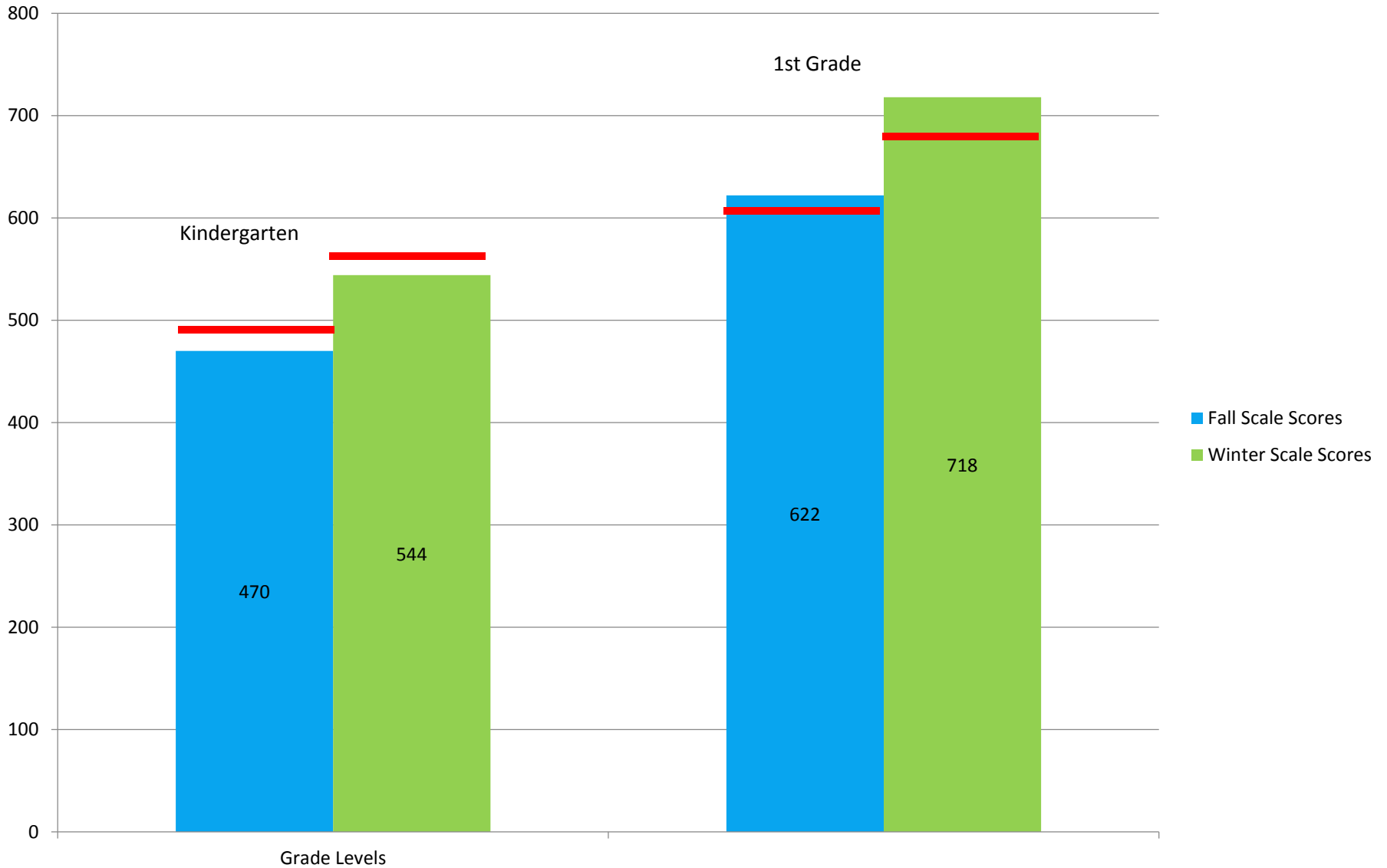
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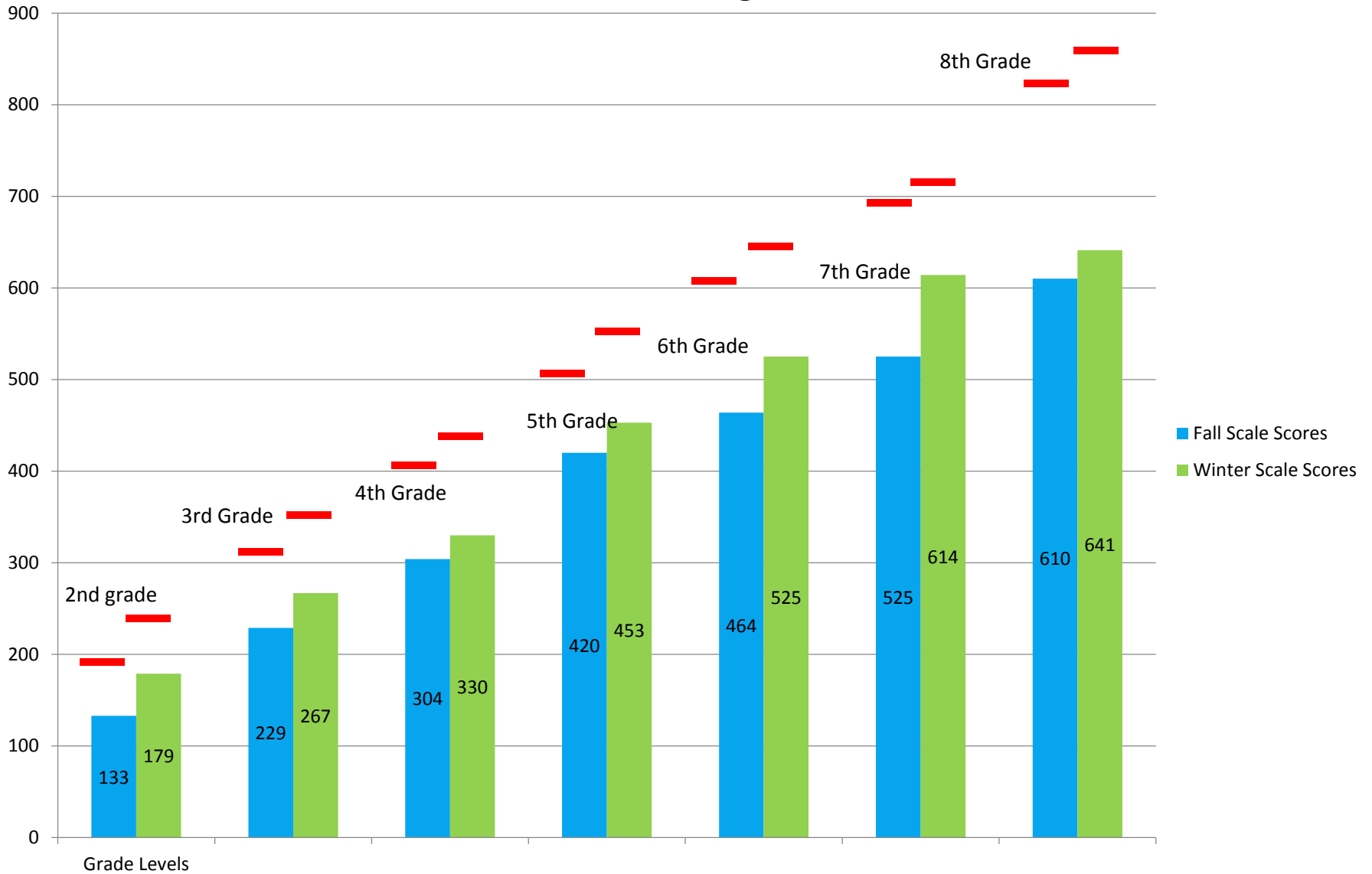
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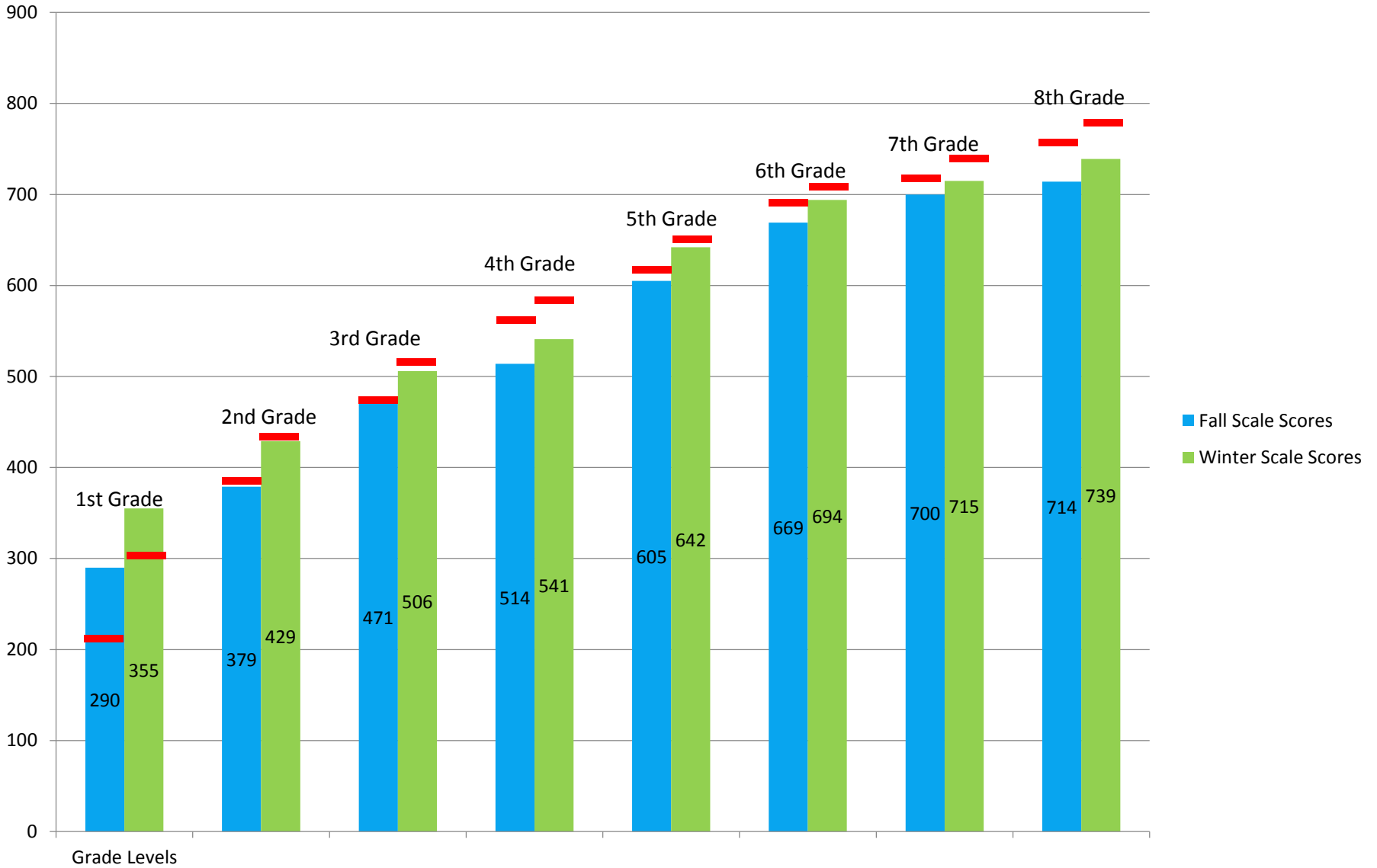
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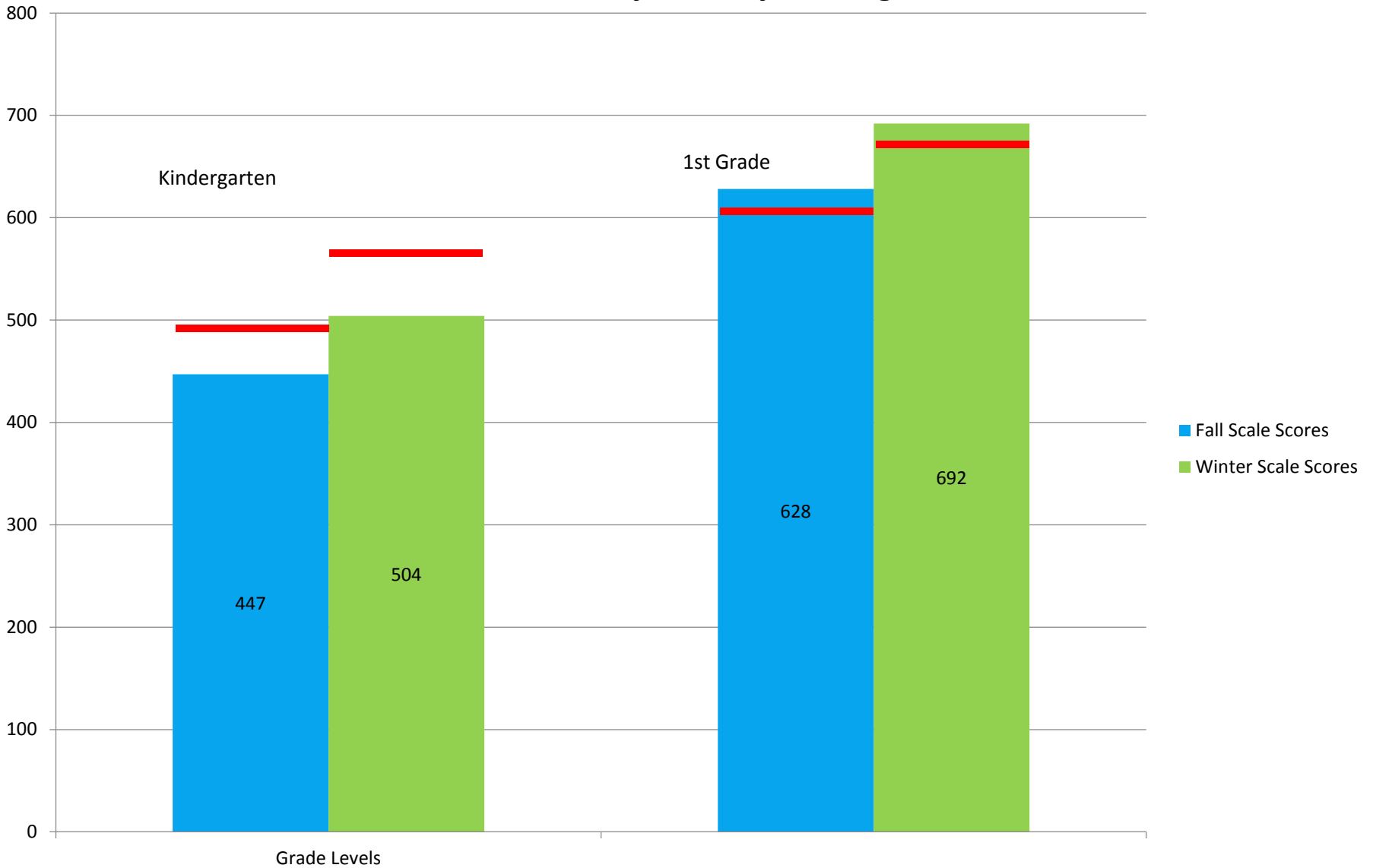
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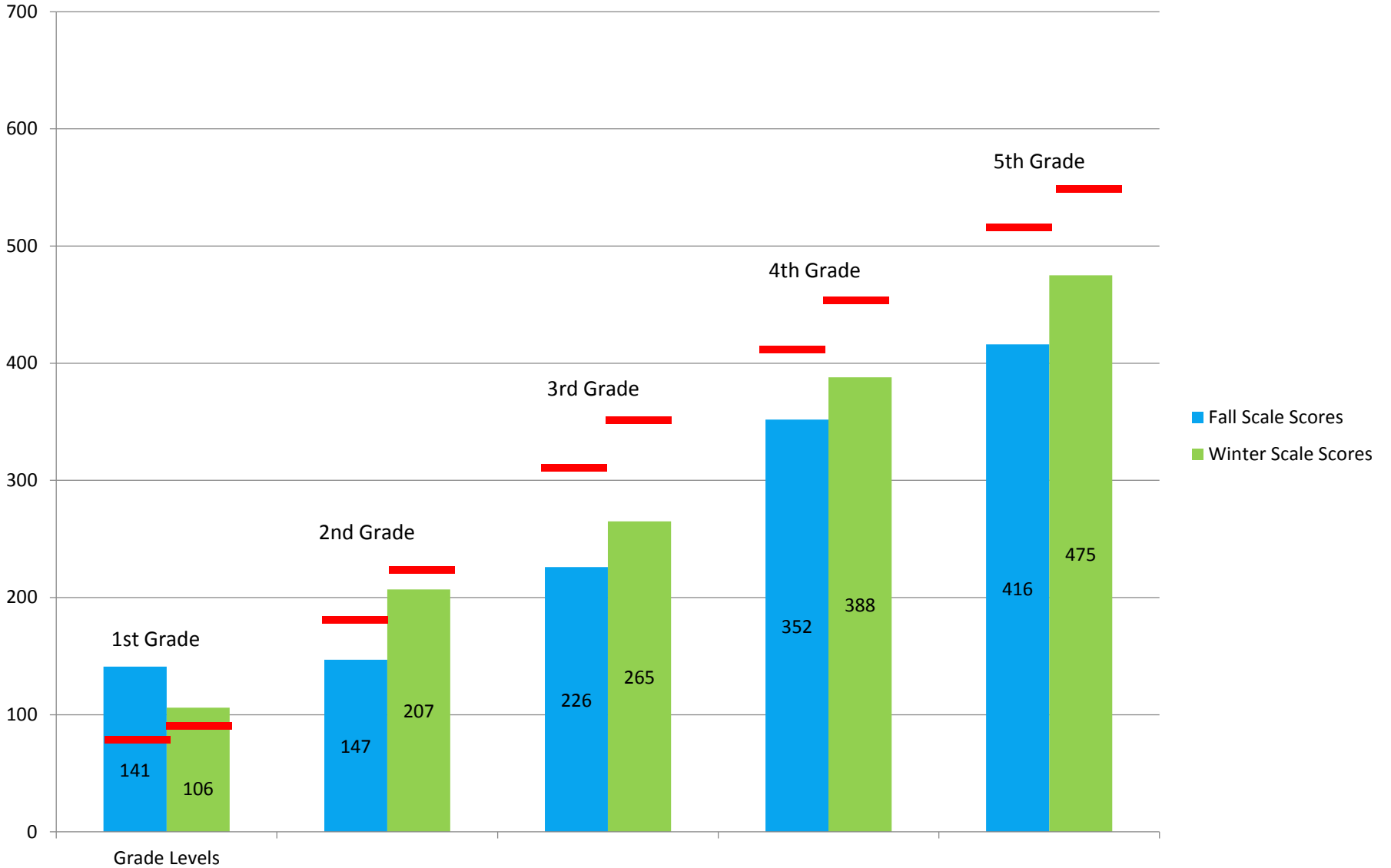
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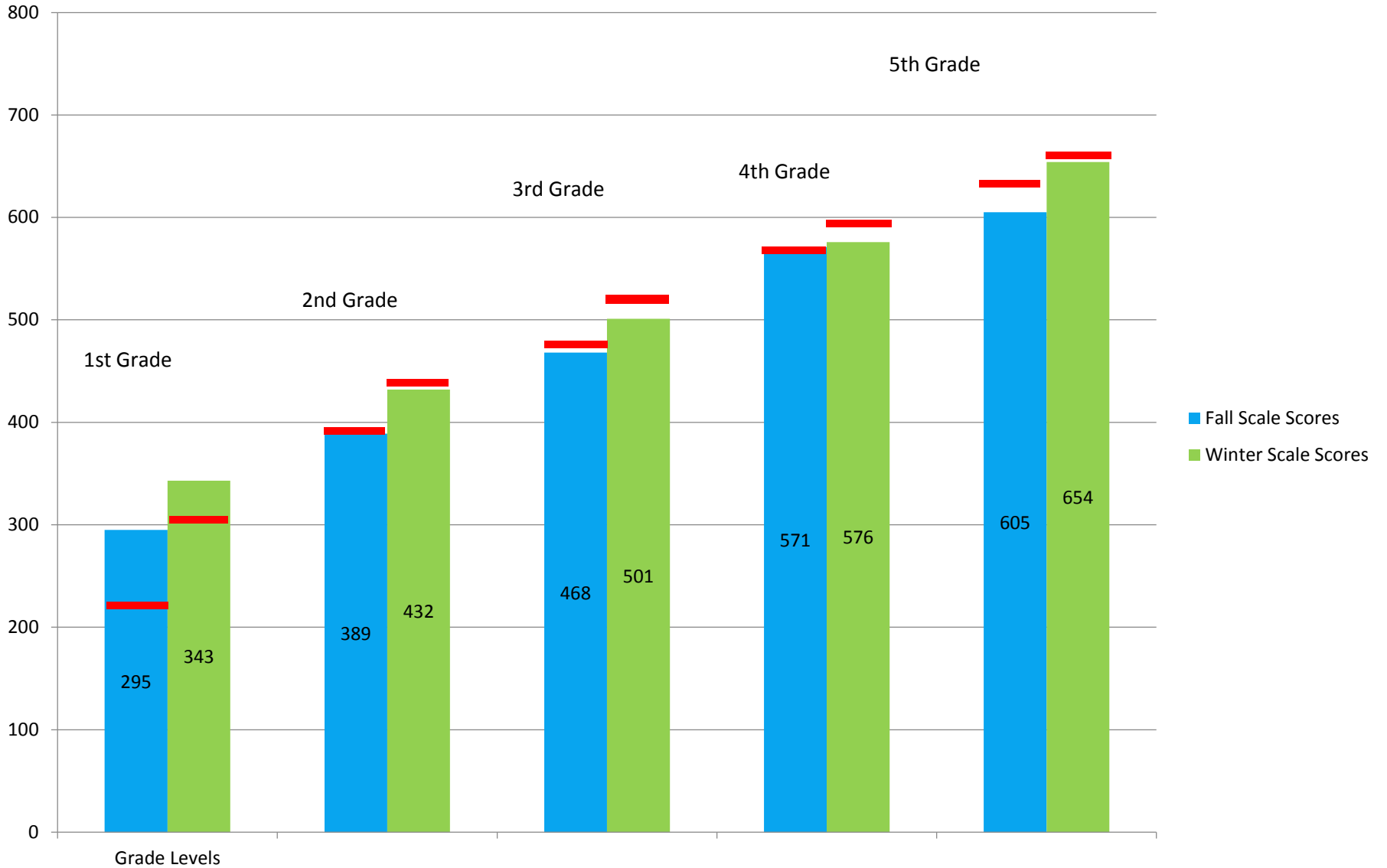
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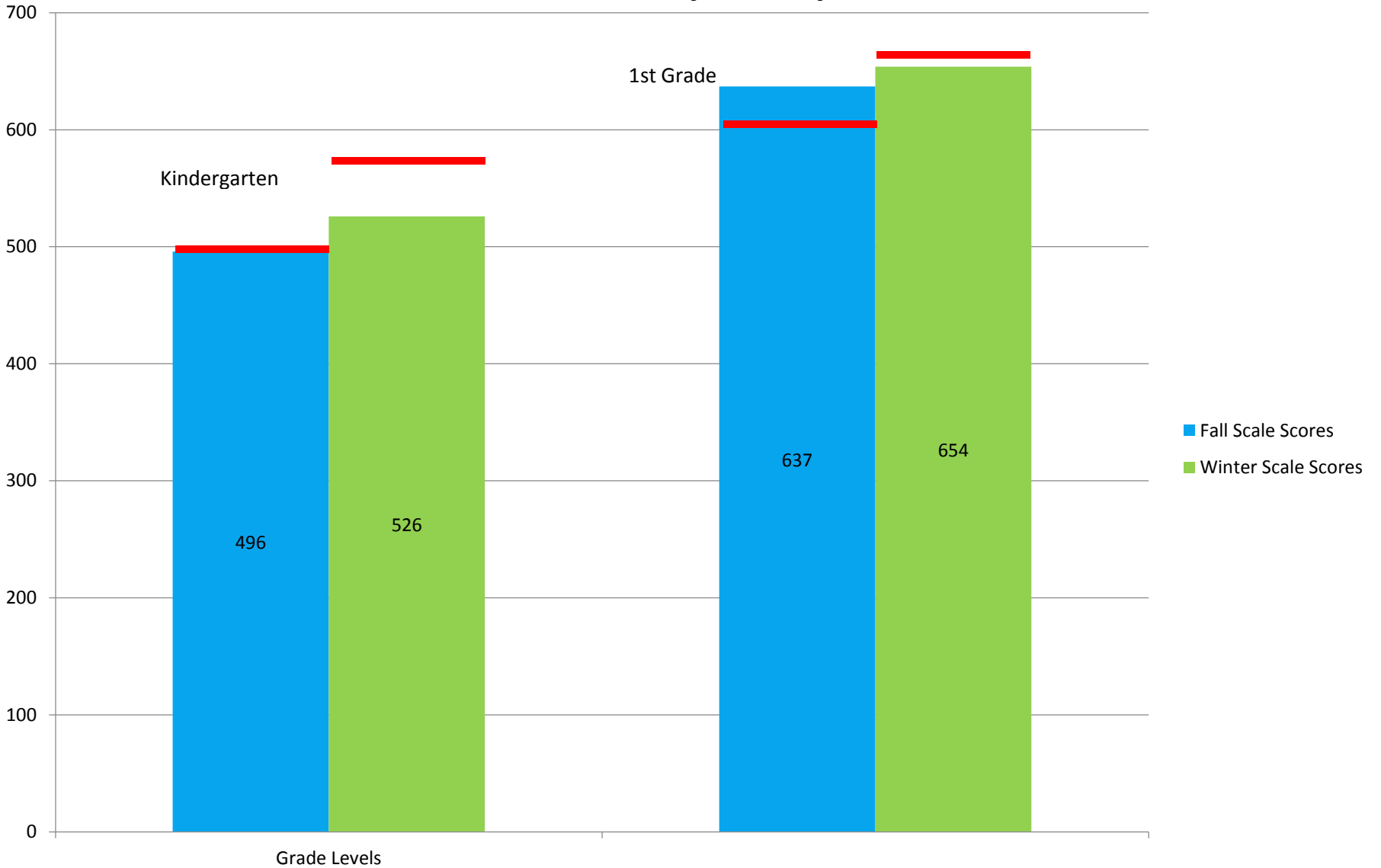
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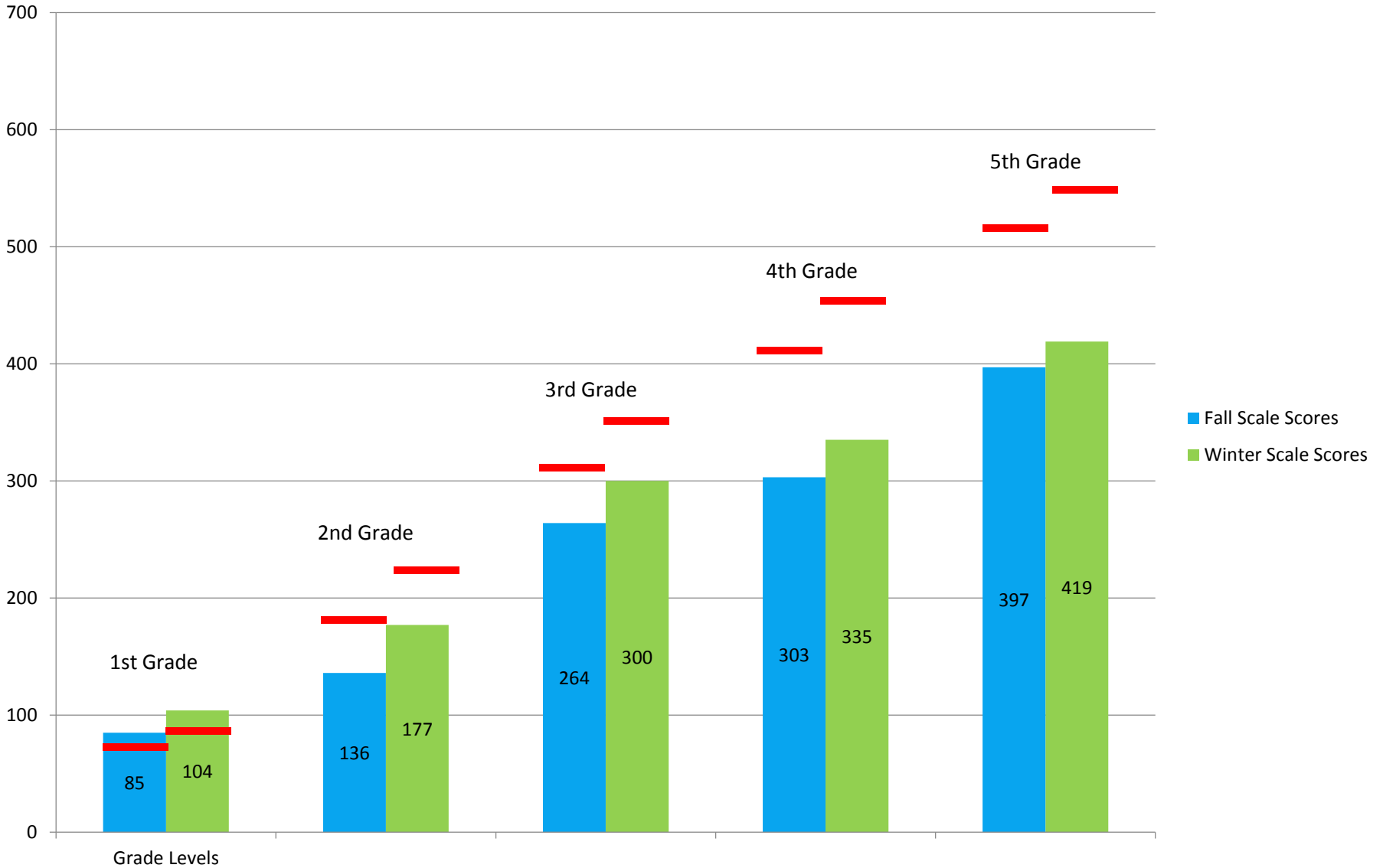
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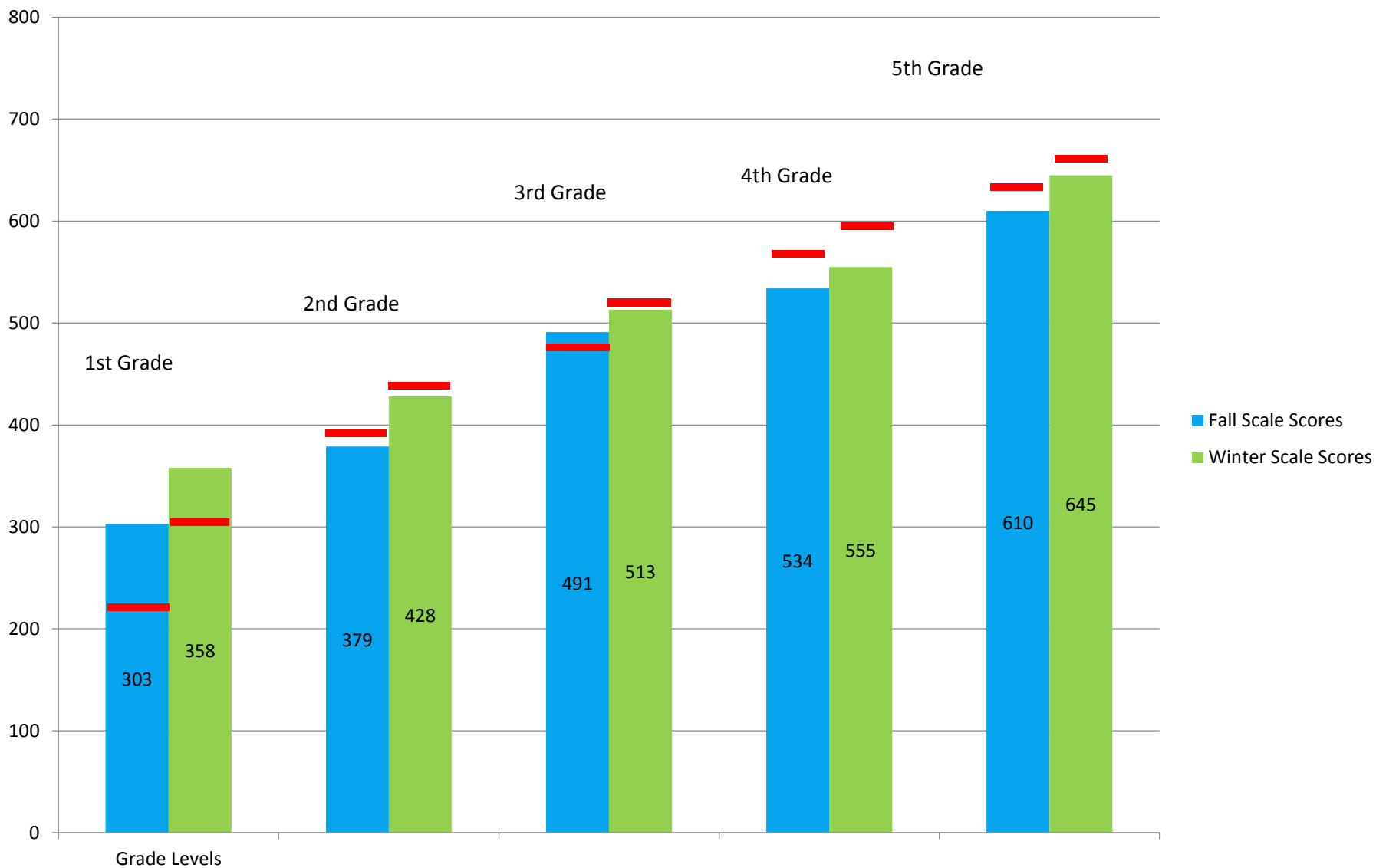
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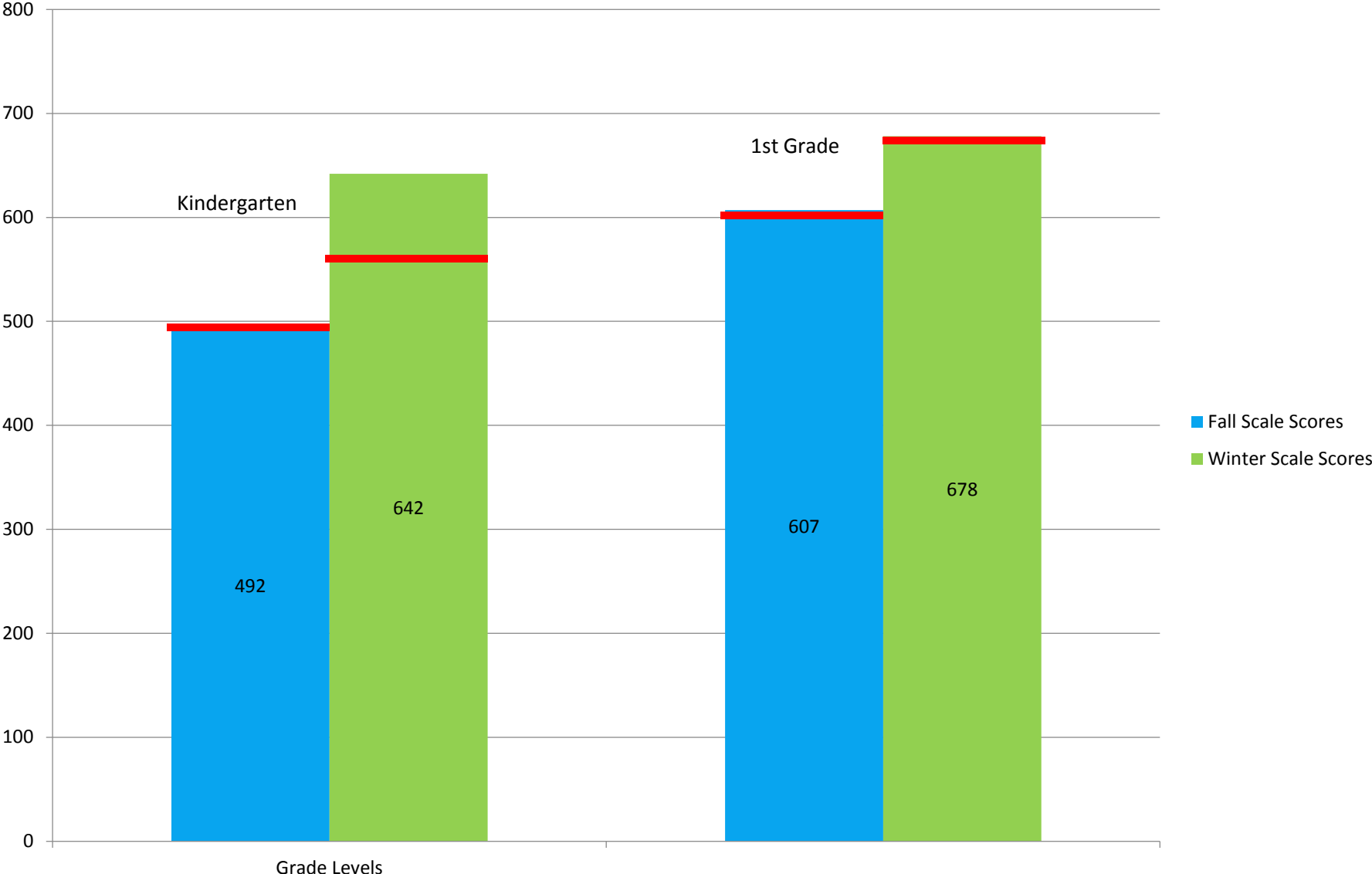
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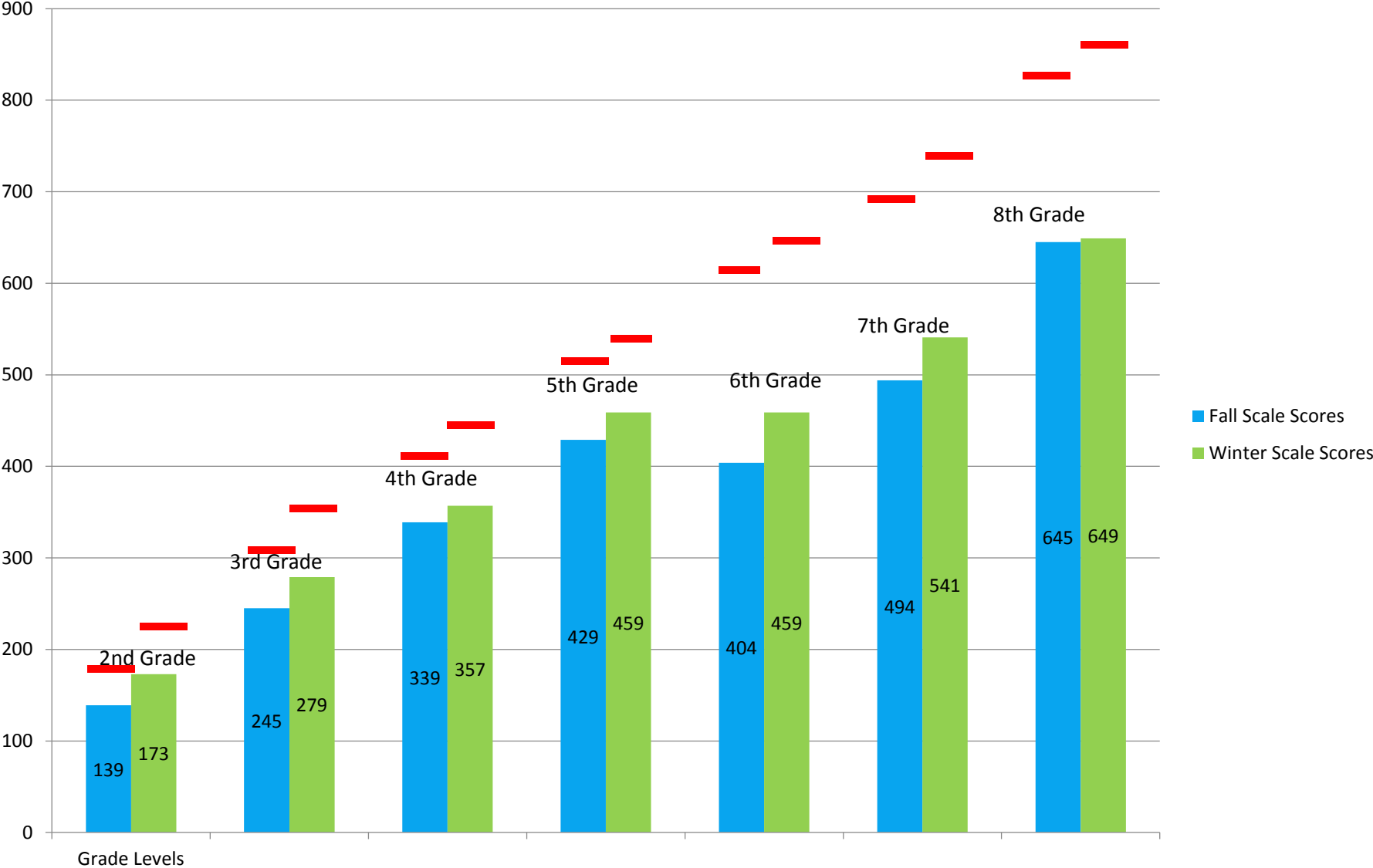
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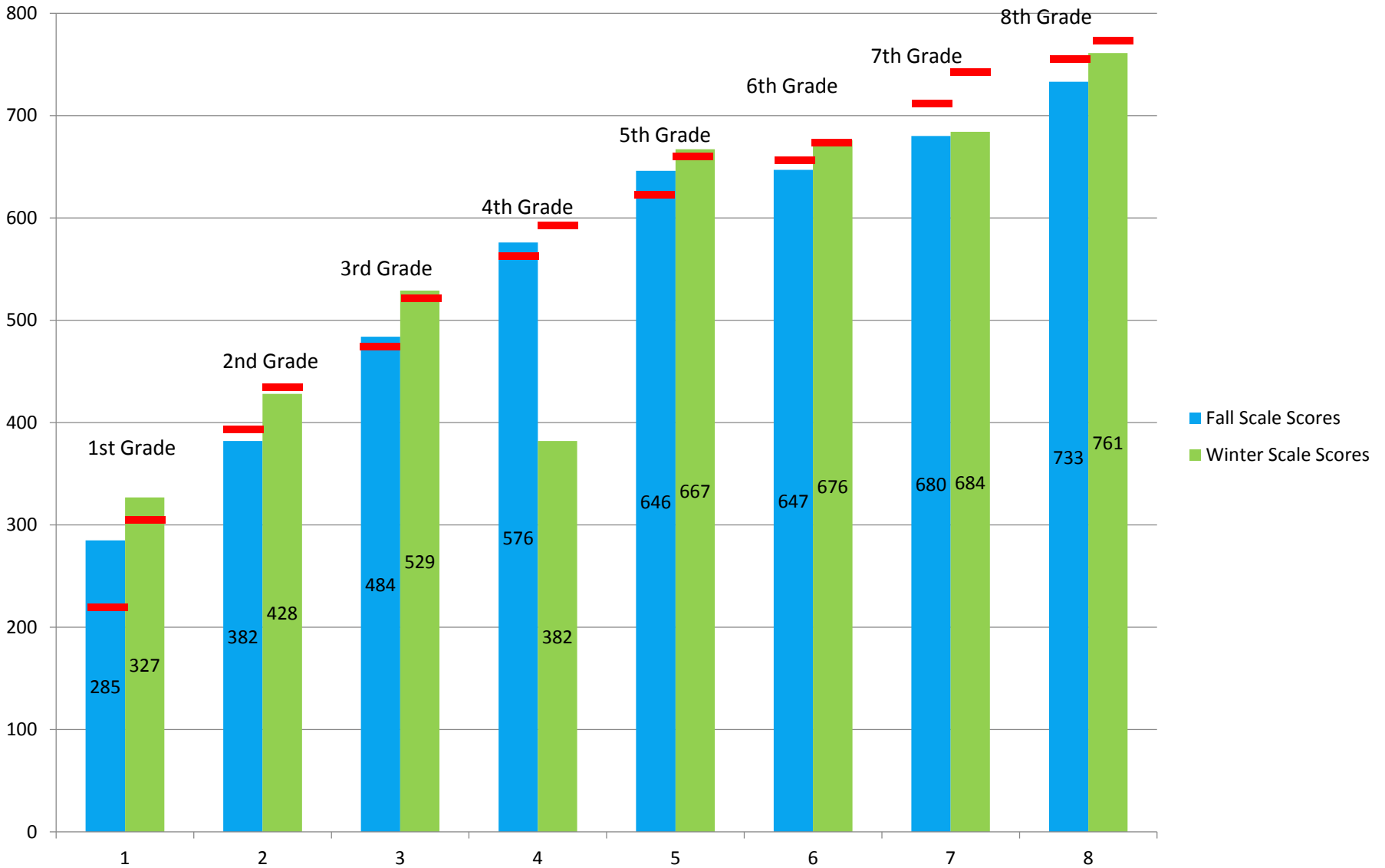
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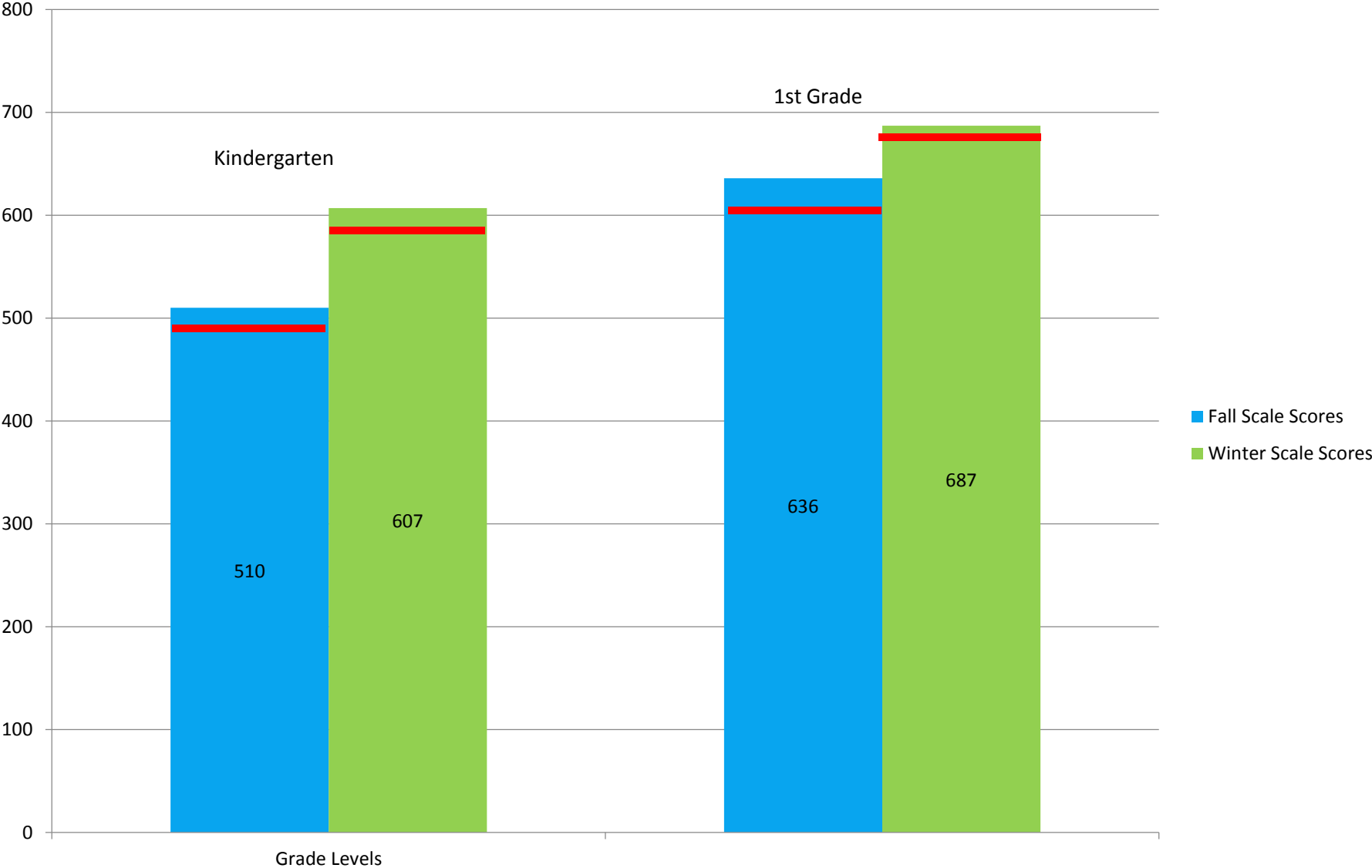
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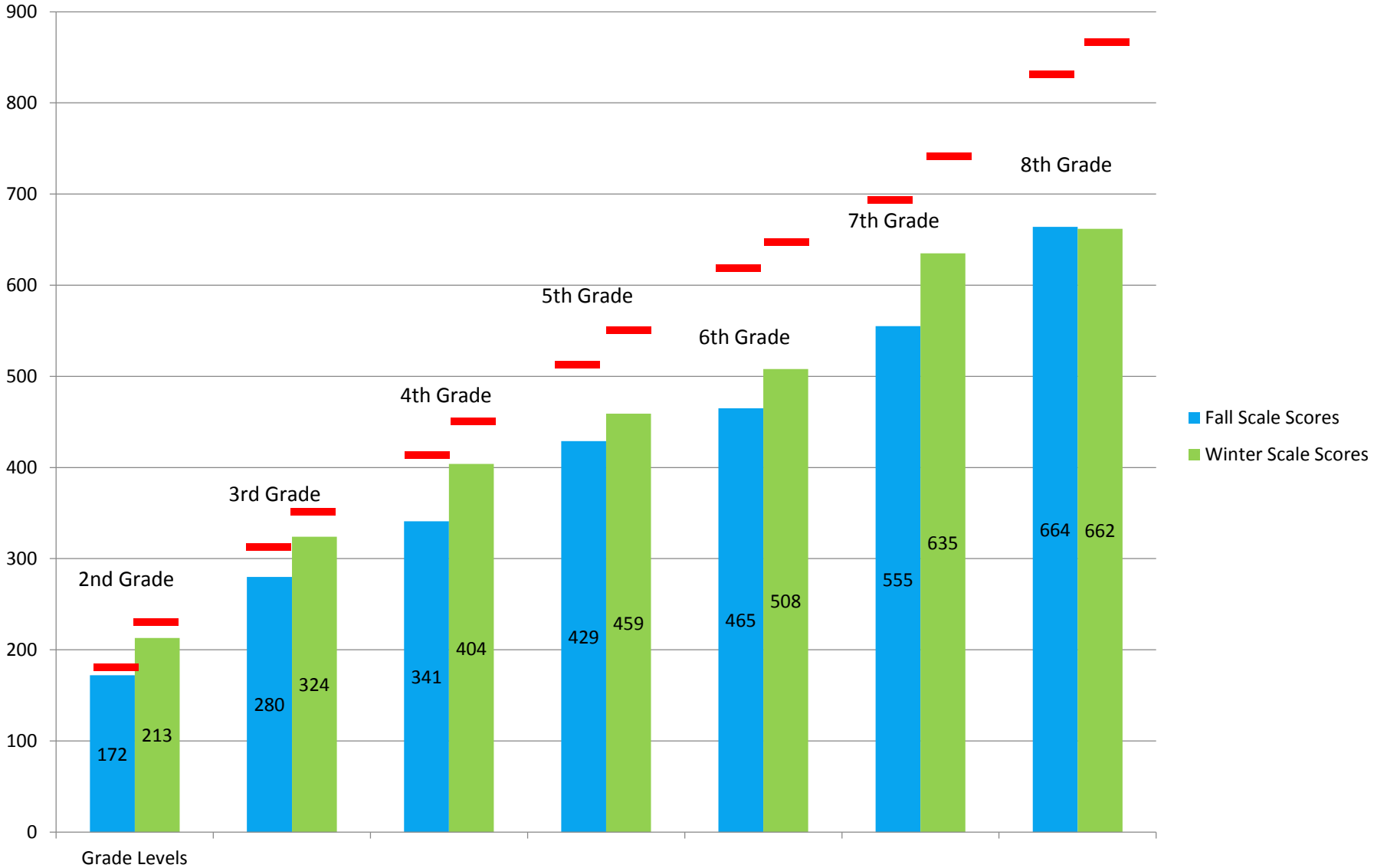
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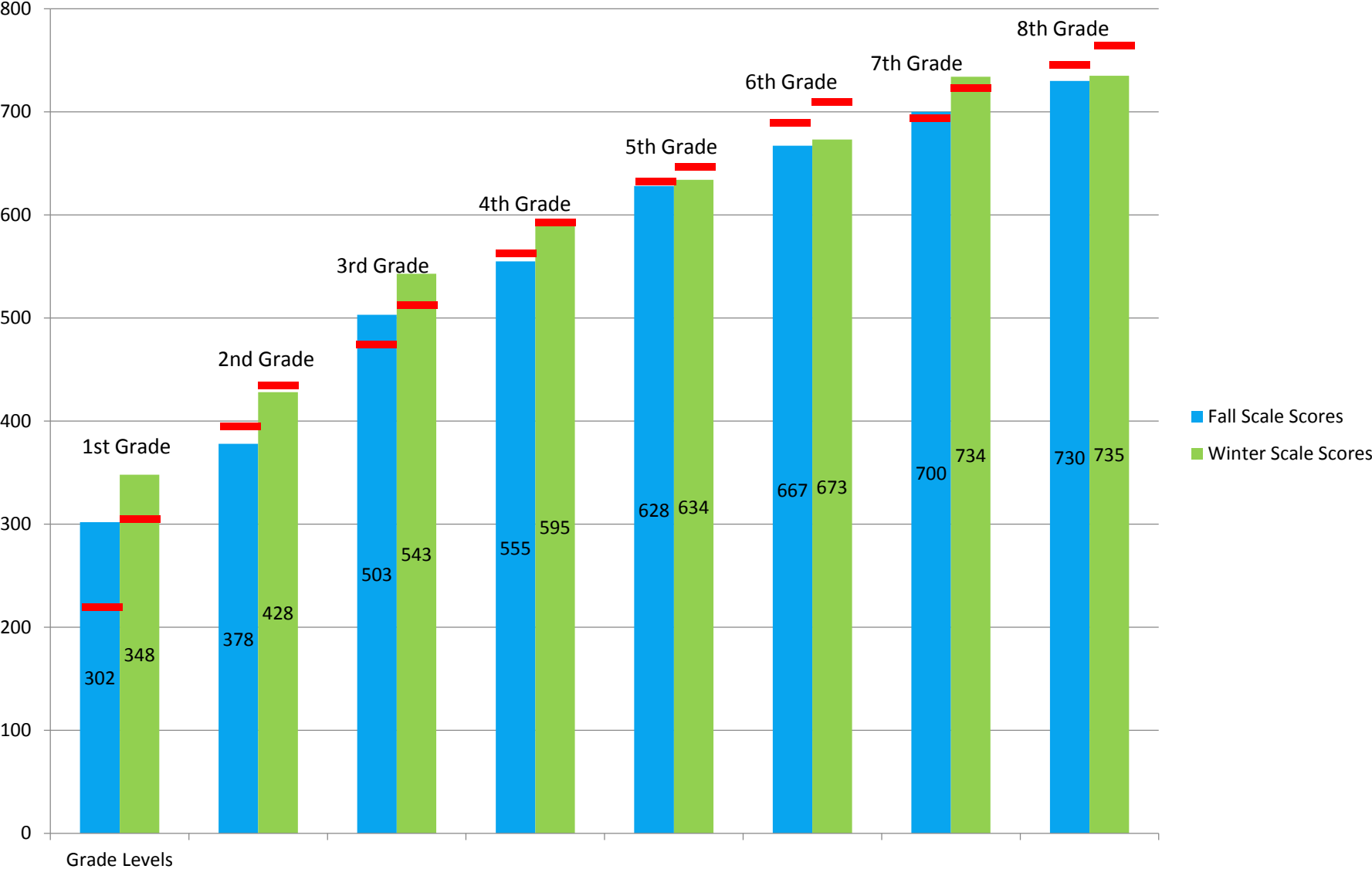
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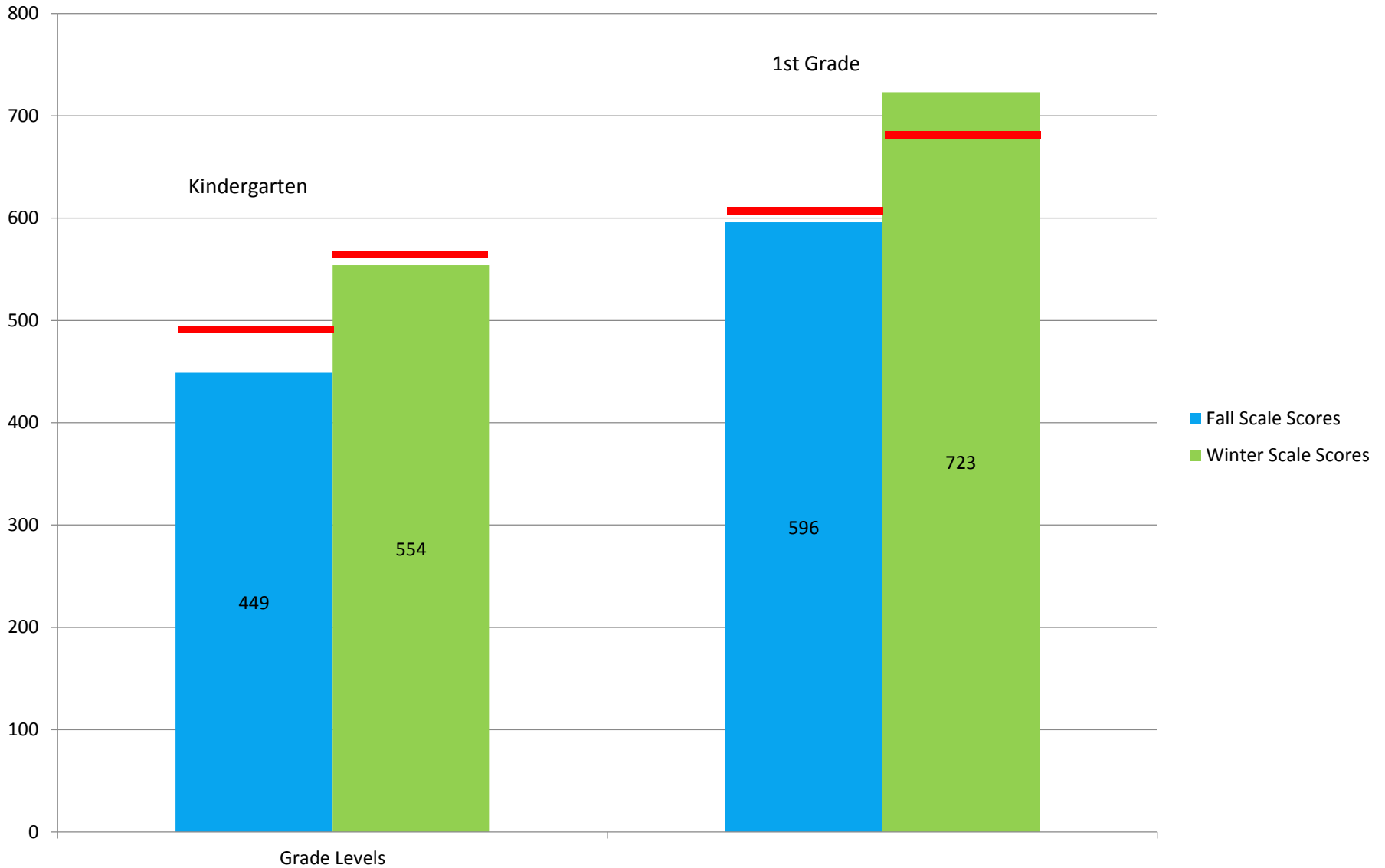
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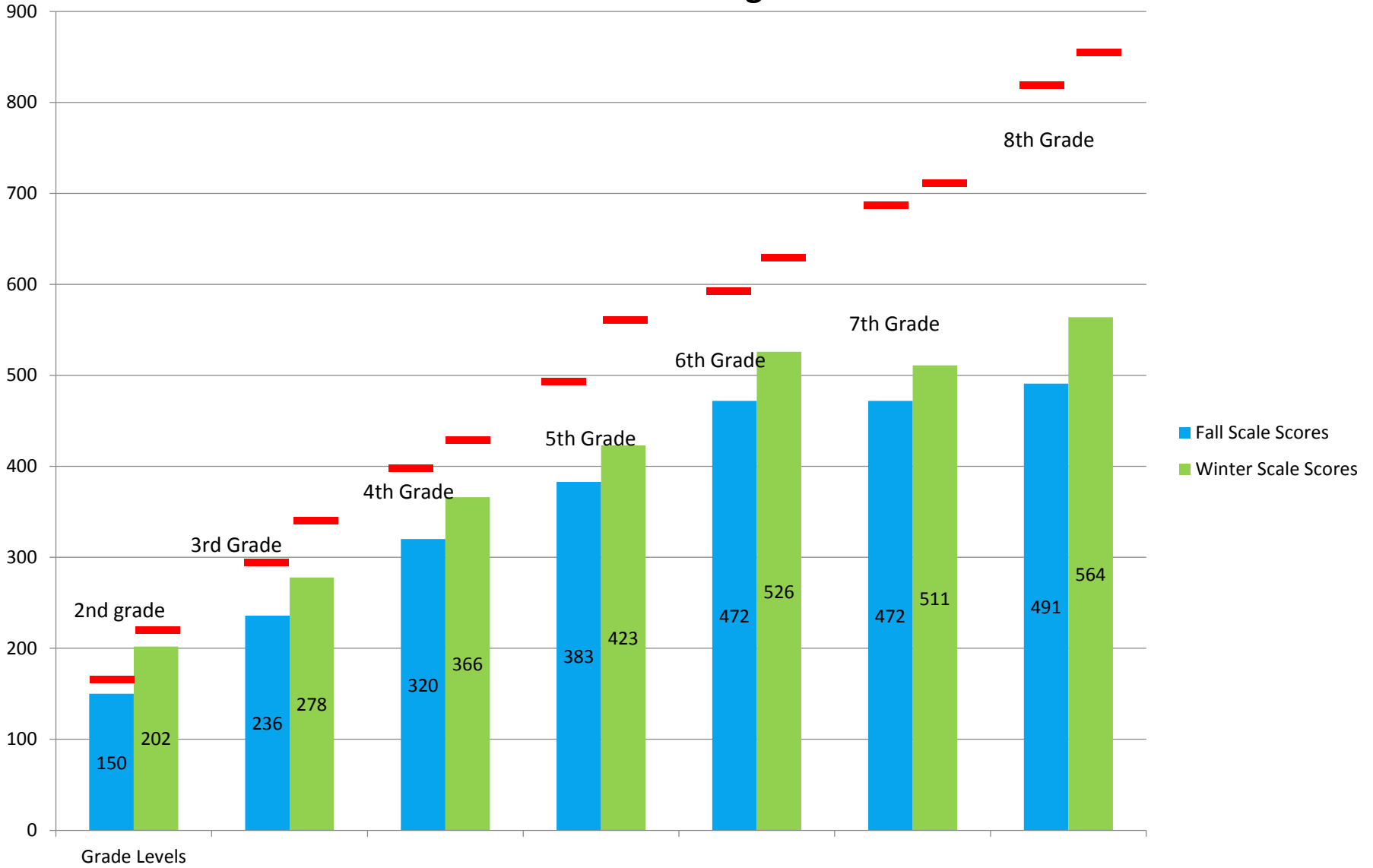
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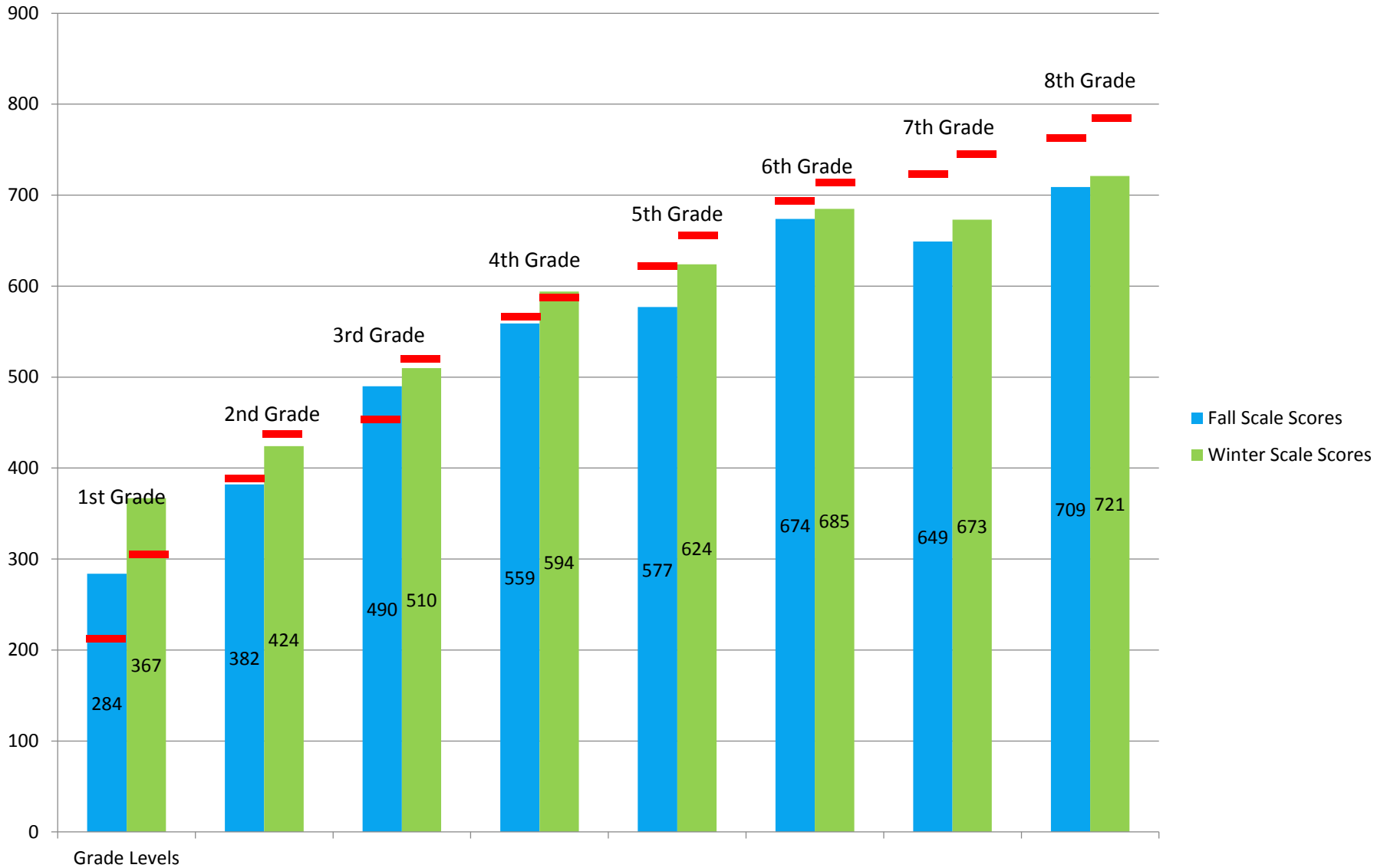
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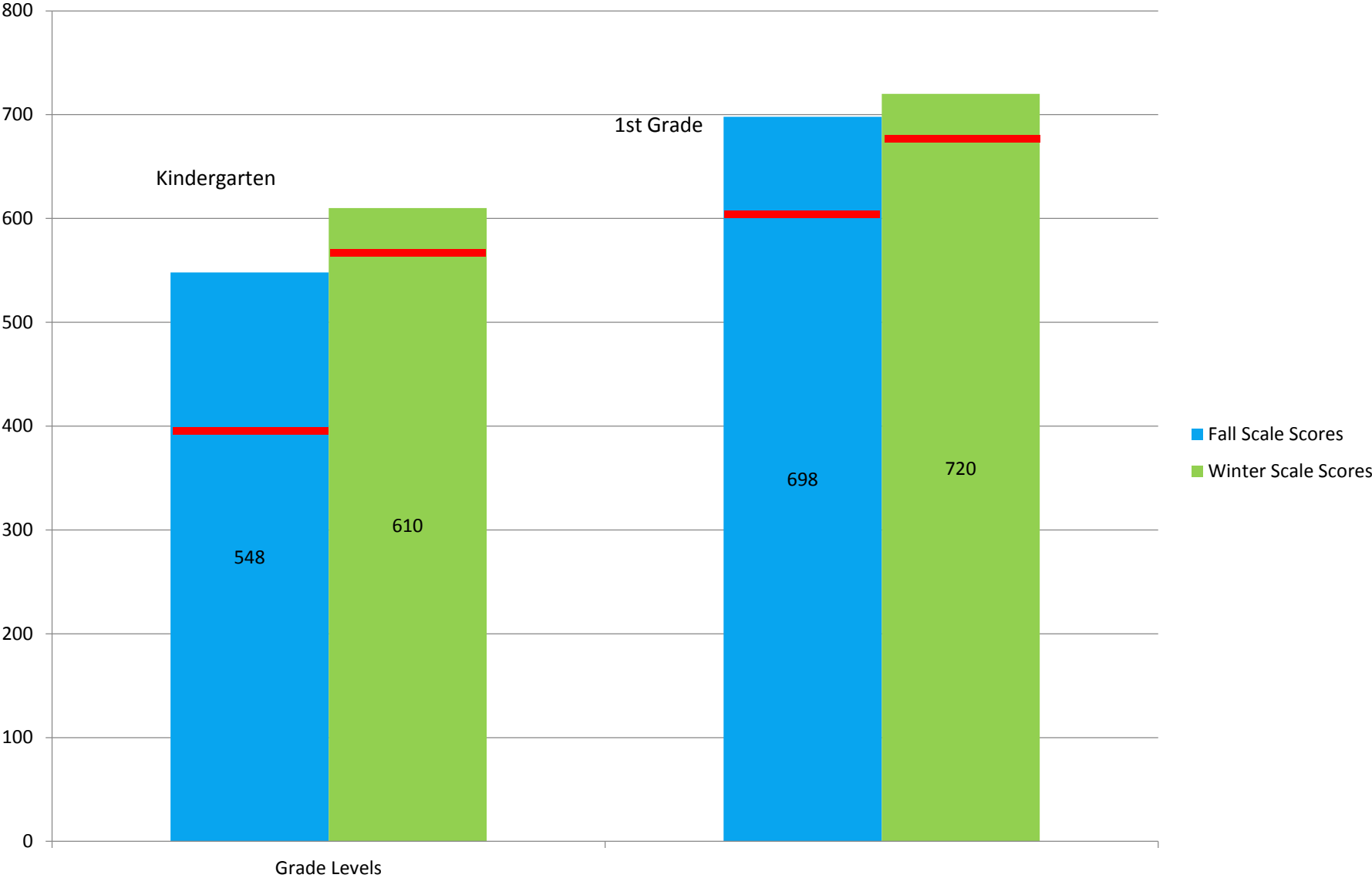
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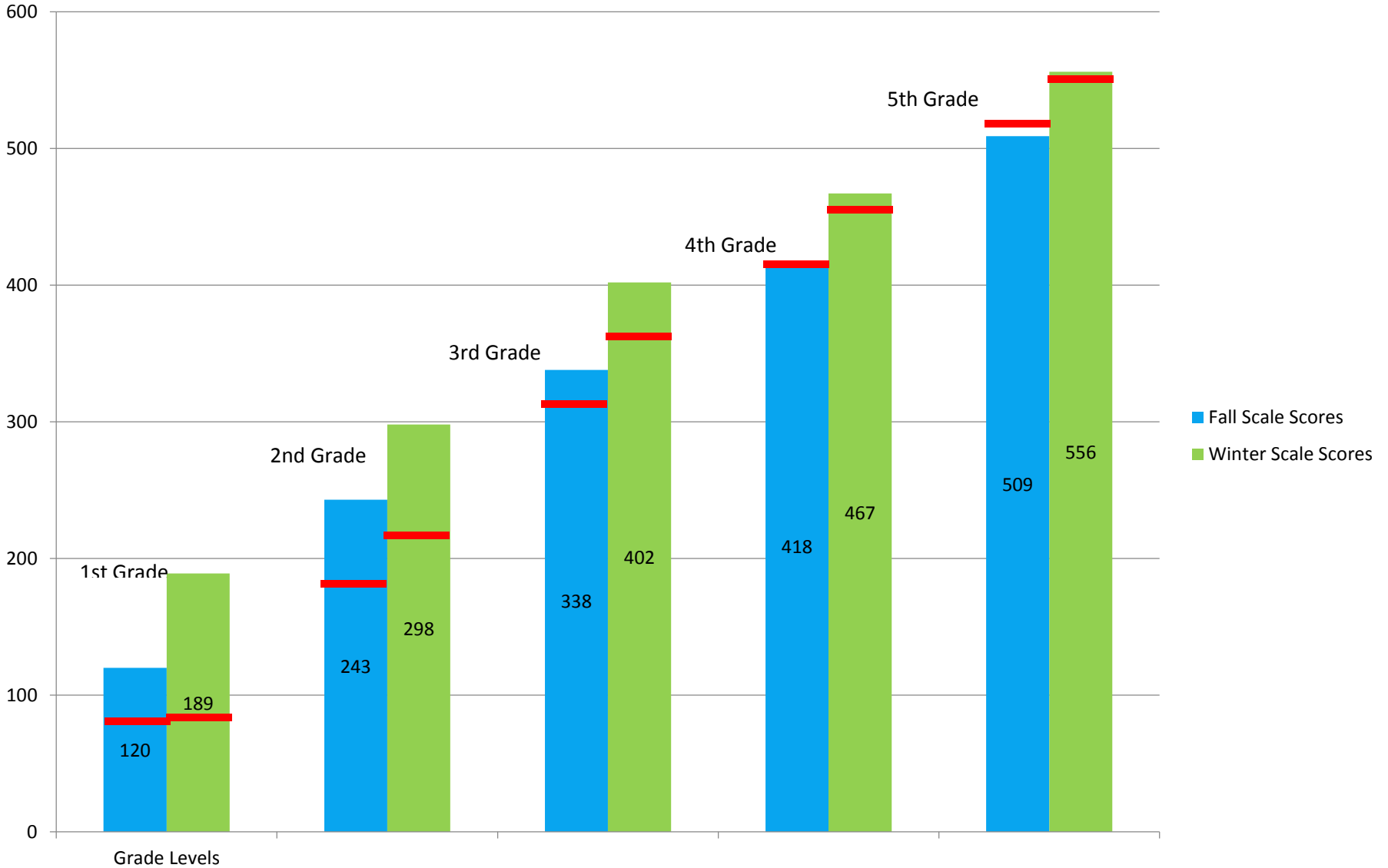
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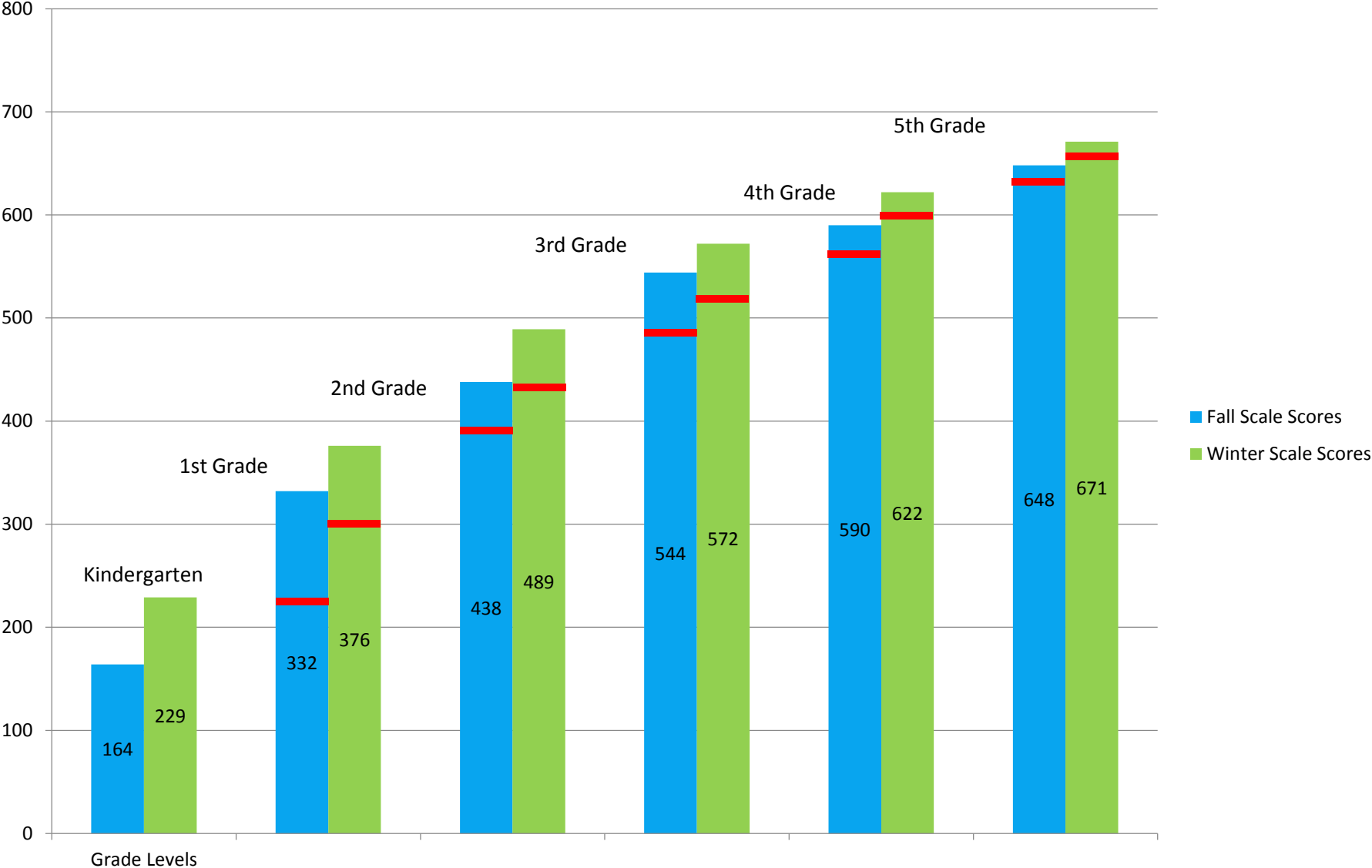
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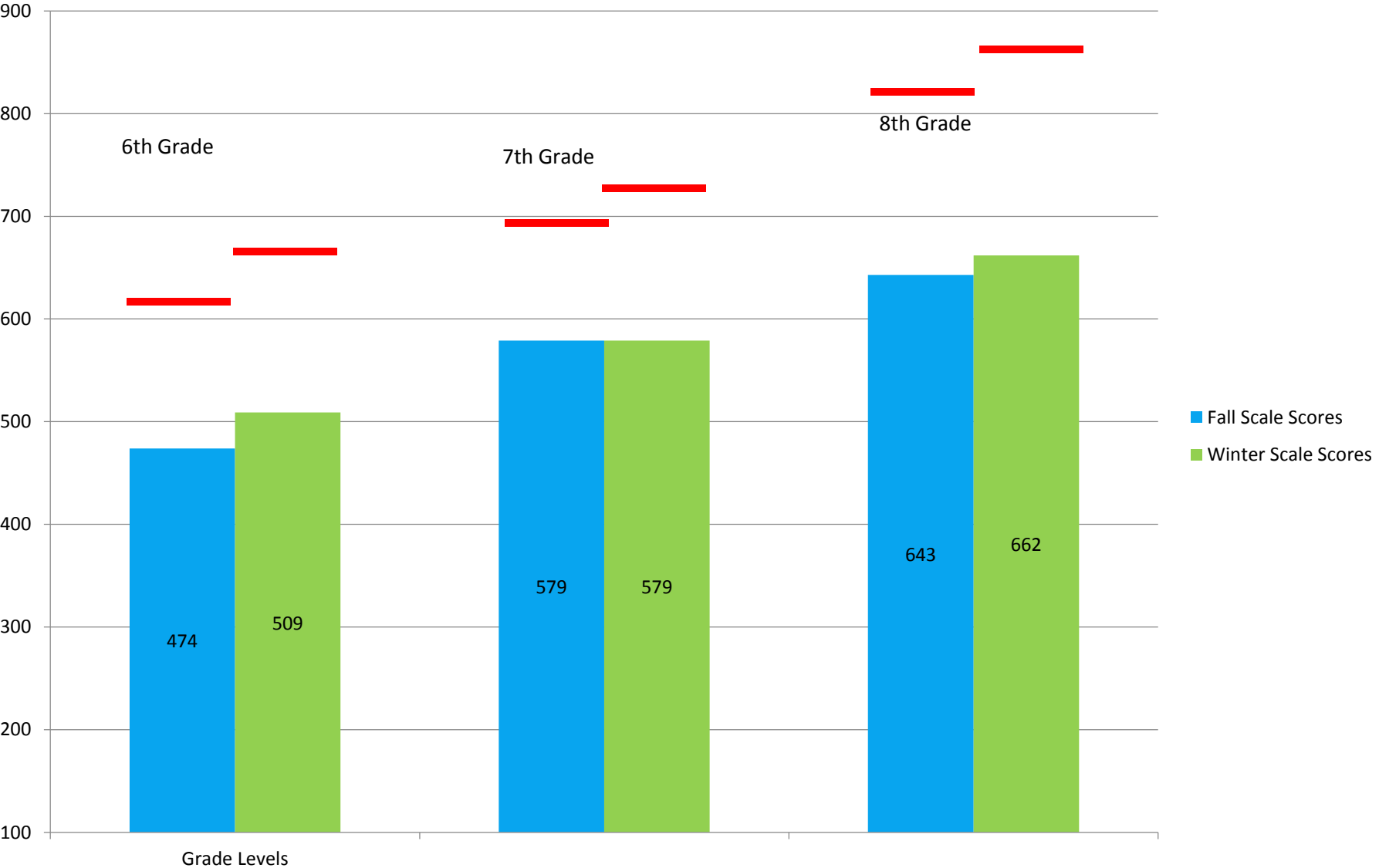
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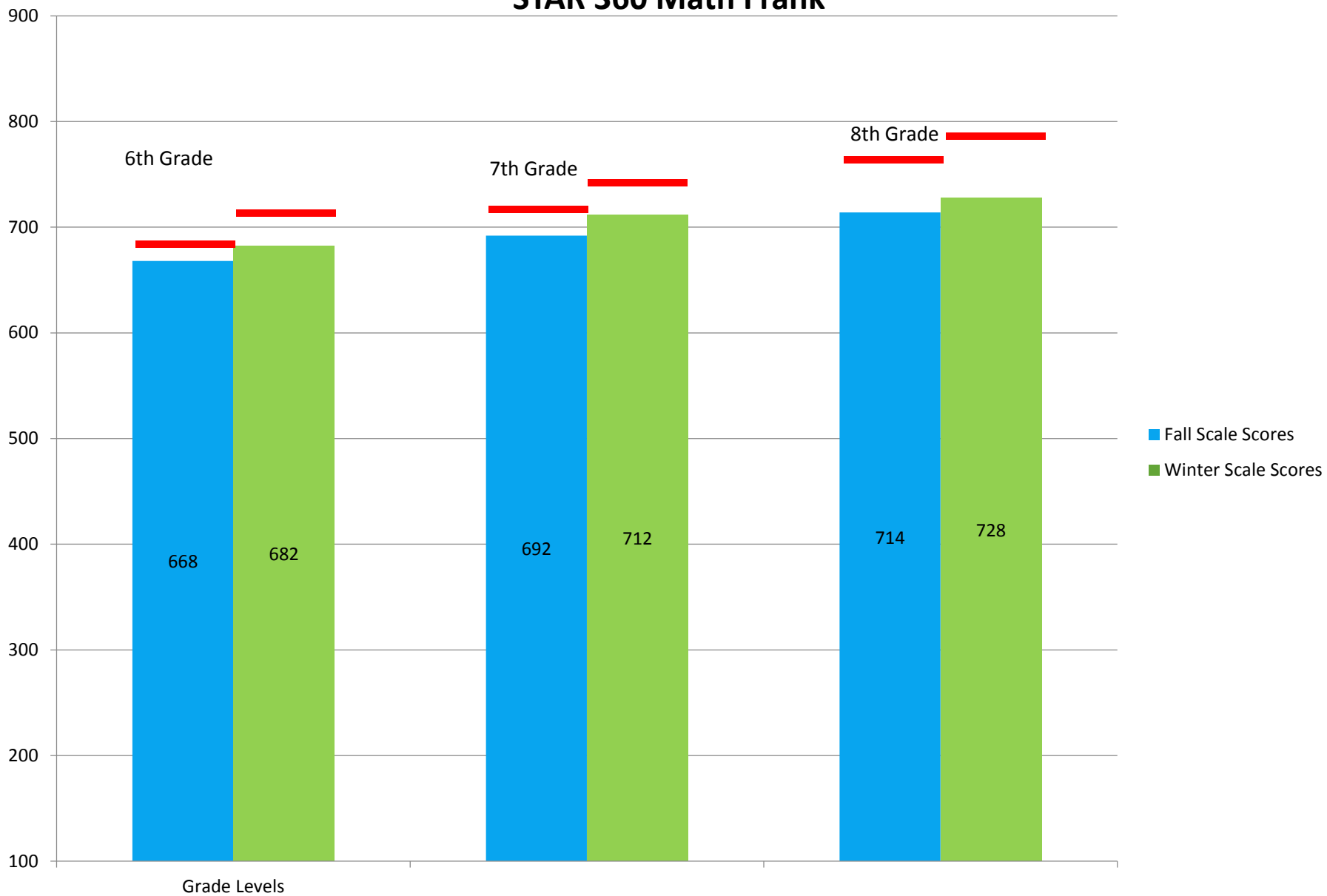
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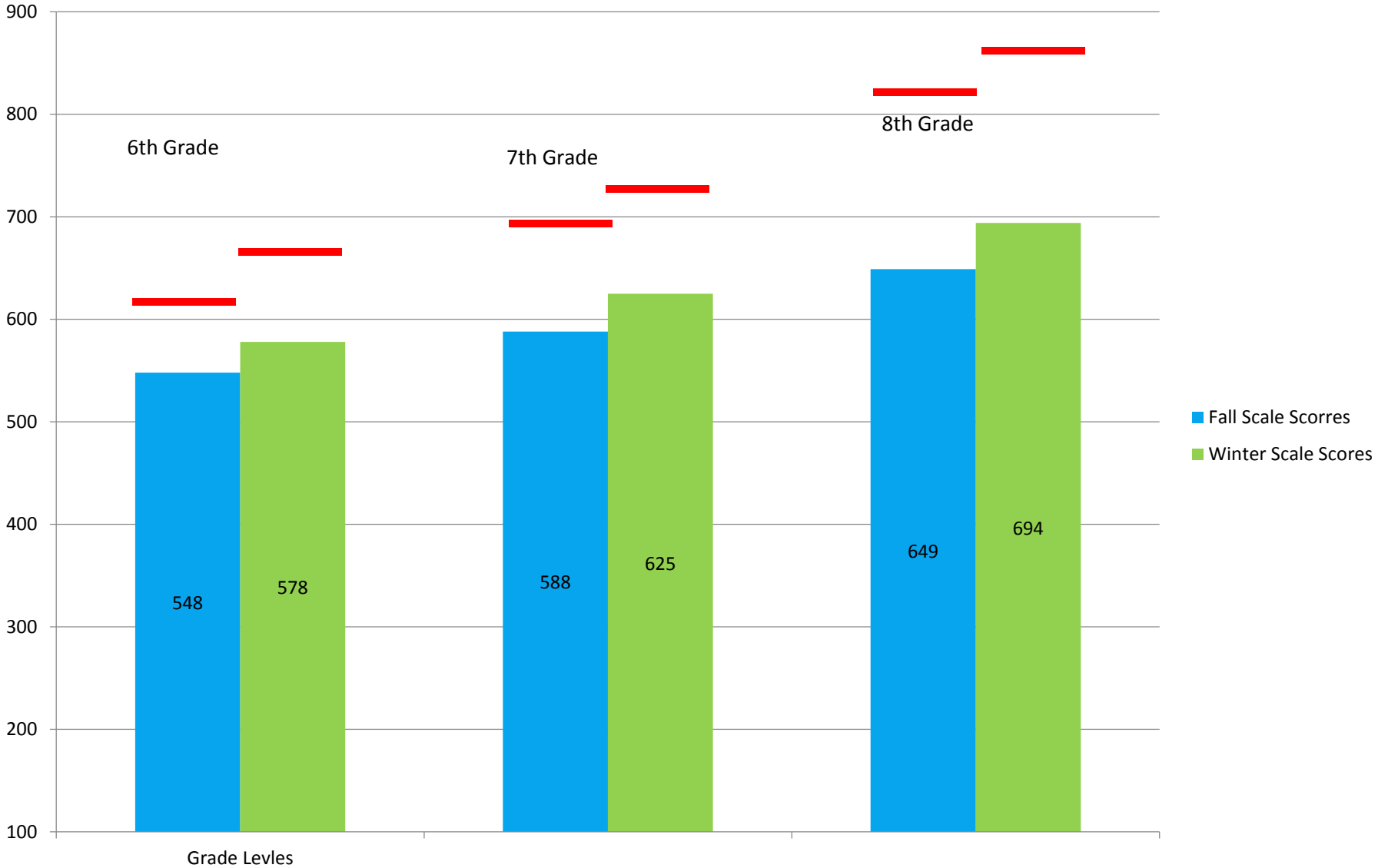
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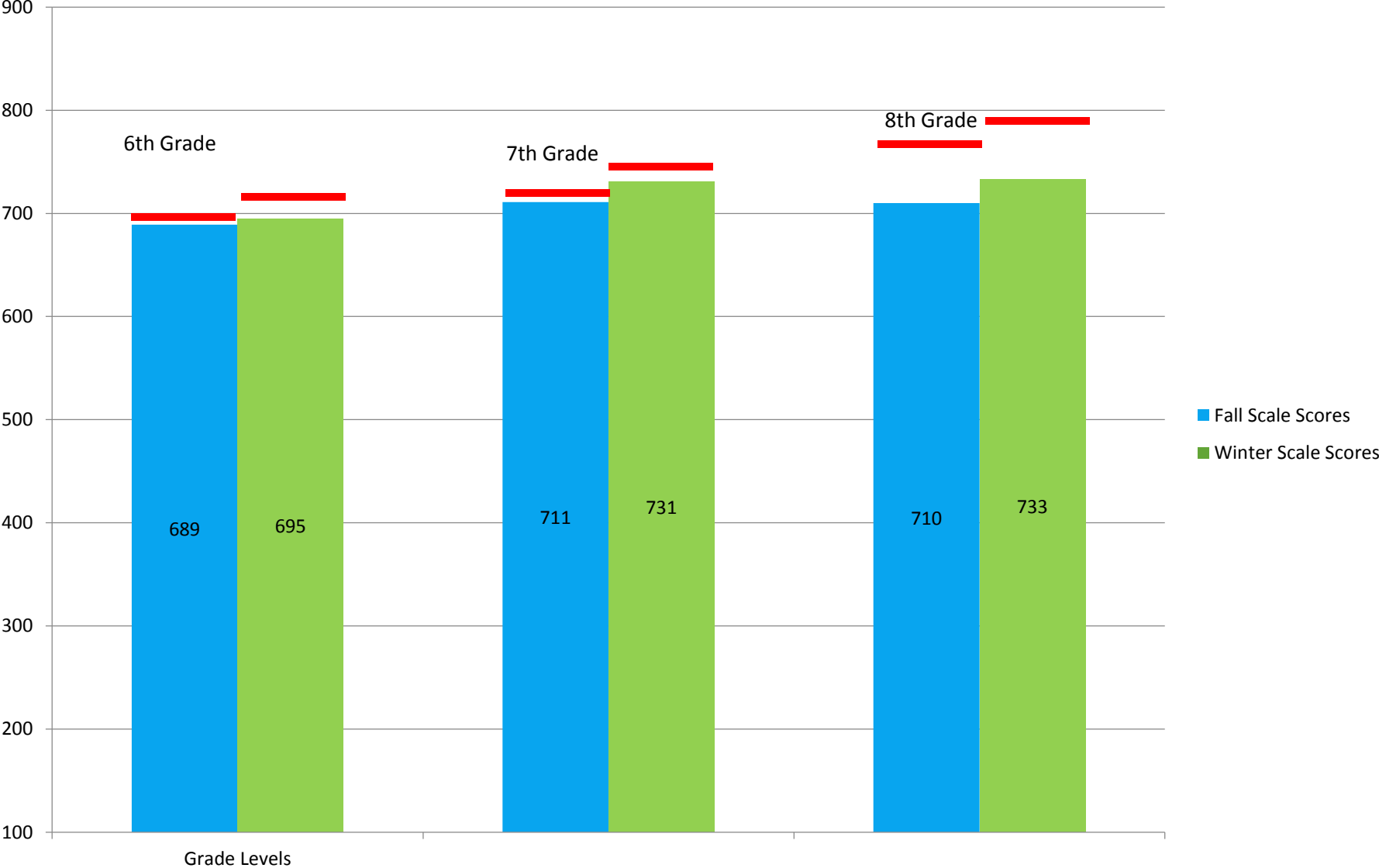
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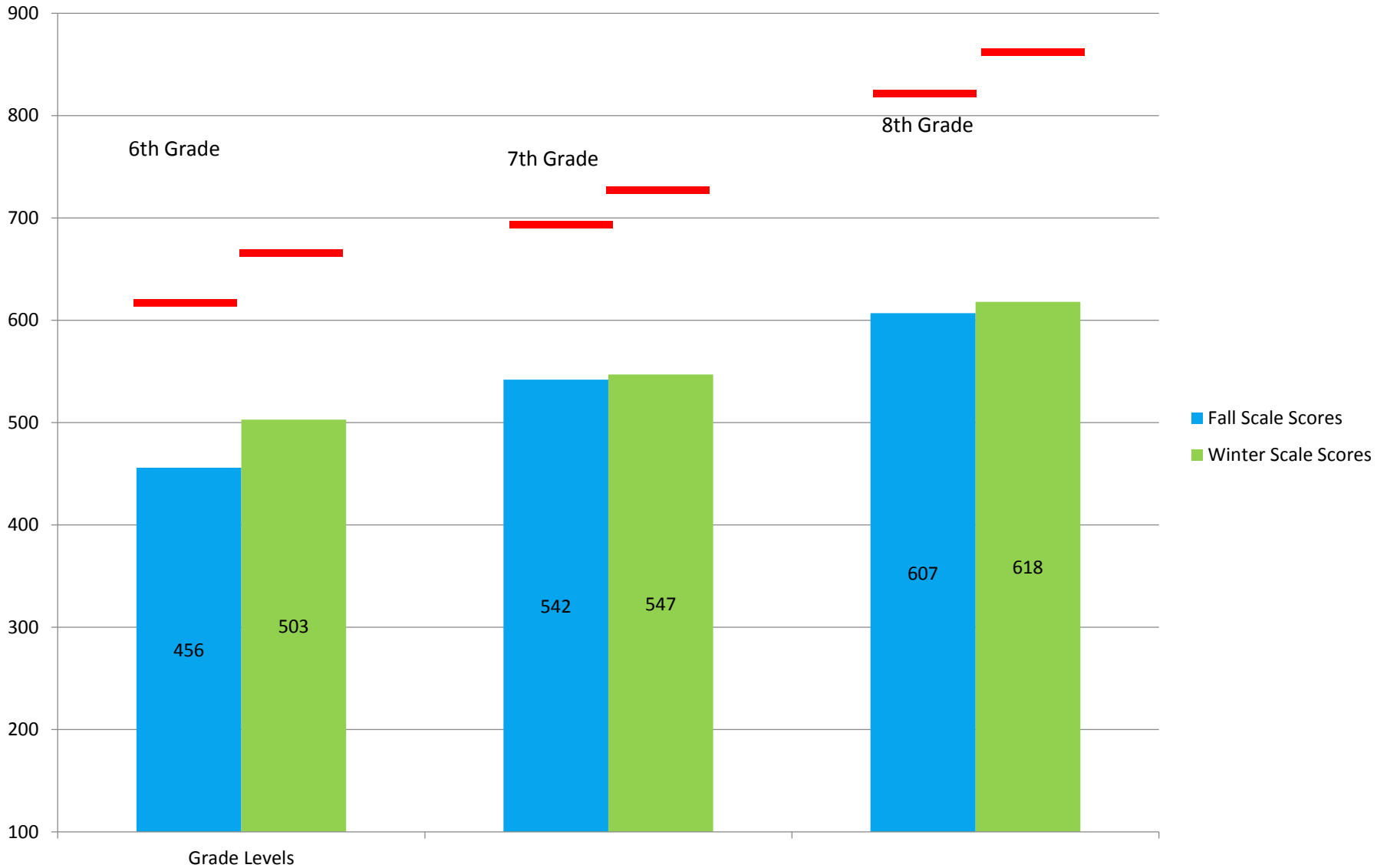
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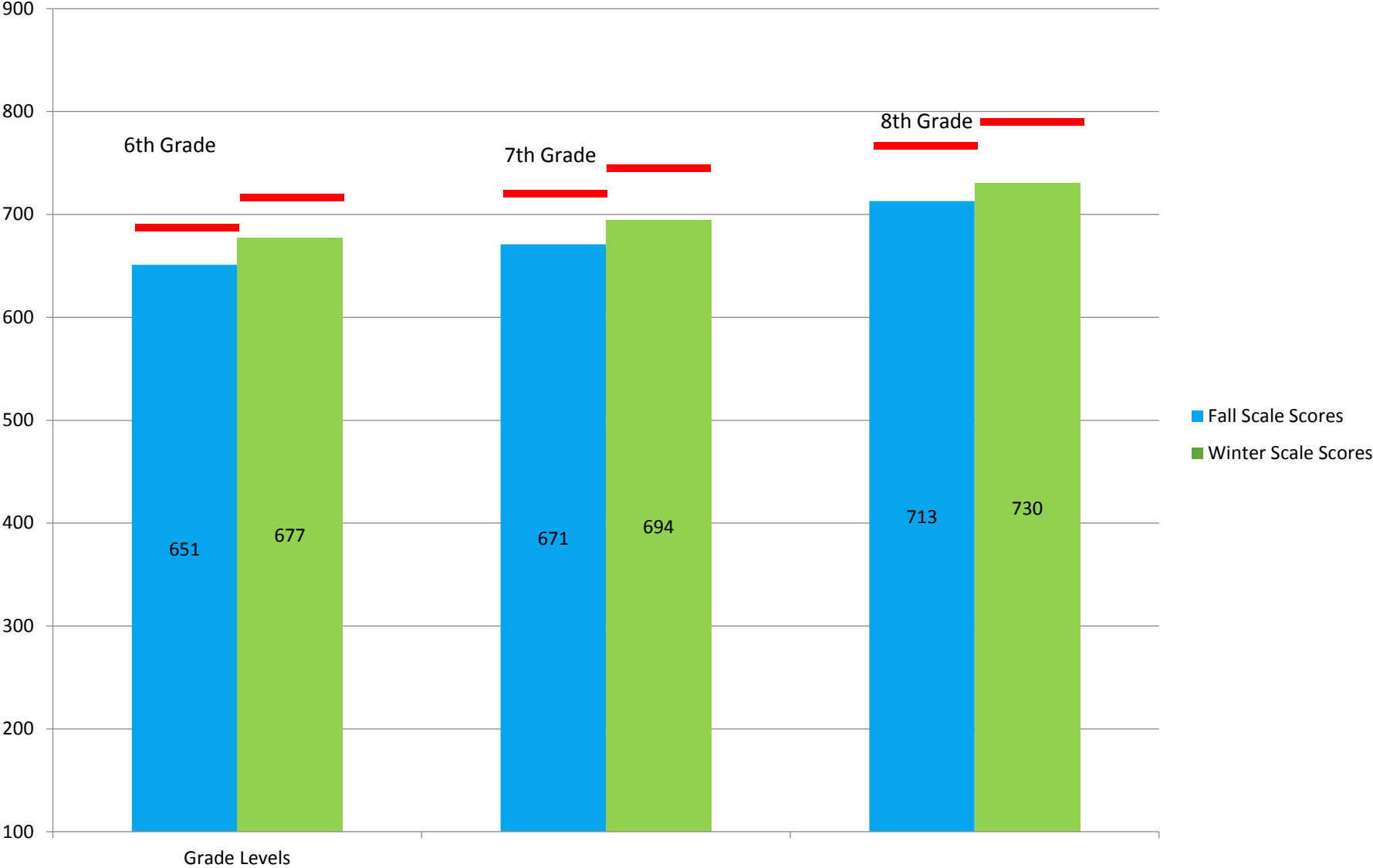
STAR 360 Math Fremont



STAR 360 Reading Haydock



STAR 360 Math Haydock



Regular Board Meeting
February 3, 2016

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, February 3, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Debra M. Cordes, Ernest "Mo" Morrison, Denis O'Leary and Albert Duff Sr. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Robin Freeman, Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Rachel Richter, 5th grader in Mr. Foster's class and Sergio Rivera, 5th grader in Mrs. Vargas' class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Rachel Richter, read the District's Vision and Mission Statements in English and Sergio Rivera read them in Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

Mr. Jorge Mares, Principal at Marina West School, thanked the Board for the opportunity to share Marina West School The Academy of Environmental Science & Creative Arts. His presentation which included the focus of all students in every classroom, English Learners, instructional technology, intervention for students, and providing experiences for students. He reported they will continue on project based learning, focus on student academic achievement, a new science lab, field trips for all students and a Spring Art Showcase. In closing Mr. Mares invited the Board Members to visit Marina West. President Robles-Solis thanked the students and staff for participating in the board meeting.

PRESENTATION BY MARINA WEST SCHOOL STAFF

A.5 Changes to the agenda were noted:

- Trustee Cordes requested Item C.1 Agreements #15-177 and #15-178 with MICOP be moved to Section D for discussion;

ADOPTION OF THE AGENDA

On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-1, Trustee O'Leary being the nay vote; the Board adopted the agenda, as amended.

Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Mr. Michael Chris Ridge, Director of Pupil Services presented a report on the important role of support staff in the district schools and community. Following the report, the Board of Trustees and staff acknowledged the School Counselors and Outreach Specialists in attendance. Dr. Morales thanked everyone for attending the meeting.

STUDY SESSION SCHOOL SITE SUPPORT TEAM PRESENTATION

A.7 On motion by Trustee O'Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees adopted and read into record Resolution #15-24 "2015 In Recognition of National School Counseling Week, February 1-5, 2016.

RESOLUTION #15-24 RECOGNITION OF SCHOOL COUNSELORS (Motion #15-79)

ANNOUNCEMENTS PRIOR TO CLOSED SESSION February 3, 2016:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATION – one (1) case:
OXNARD SCHOOL DISTRICT v. D. R. HORTON LOS ANGELES HOLDING COMPANY, INC.
Ventura County Superior Court Case Number: 56-2015-0046489-CU-BC-VTA

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

- Case No. 15-06 (Action Item)

Thirdly, REQUEST TO READMIT EXPELLED STUDENT under Education Code 48916.

- Case No. 15-07 (Action Item)

Fourthly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
 - Director of Facilities
- PUBLIC EMPLOYEE(S) EVALUATION(S)
 - Principal(s)
 - Assistant Superintendent(s)

Trustees convened to closed session at 5:52 p.m. until approximately 6:52 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board would be returning to closed session after the regular board meeting to complete the closed session agenda.

REPORT ON CLOSED SESSION

A.12 Ms. Robin Freeman, Assistant Superintendent, Educational Services thanked the volunteers from Driscoll's and Berry Pack for their donations to the Migrant Families across the Oxnard School District.

RECOGNITION OF DRISCOLL'S AND BERRY PACK CASH DONATIONS ON BEHALF OF THE MIGRANT PROGRAM

B.1 President Robles-Solis read the Rules For Individual Presentations in English and Clerk Cordes read them in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Roxana Mendoza, Parent and Employee of the district, concerned with the lack of speech services provided to students at Elm School since they returned from winter break due to reassignment of therapist to Haydock School;
- Claudia Ruiz, Parent, concerned with the lack of speech services provided to students at Elm School since they returned from winter break. She also requested that the replacement be bilingual and able to provide services to EL and DLI students in their language;
- Stephanie Hammer, TK Teacher at Brekke, concerned with the lack of support to provide Paraeducators in the Kindergarten and Traditional Kindergarten as negotiated on unit contract, requested immediate results.

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Morrison, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA (Motion #15-80)

C.1 Approved the following agreements:

(Approval of Agreements)

- #15-173 with United Way of Ventura County, to provide referral system to families with children needing dental services; February 4, 2016 through December 1, 2016, at no cost to the district;
- #15-176 with Canon Solutions America Inc., to provide a Copier Lease/Maintenance Agreement, for the term of five (5) years; at an annual cost of \$233,280.00 per year and a five year total of \$1,166,400.00, to be paid with General Funds;
- *Moved to Discussion D.5 #15-177 with Mixteco/Indigena Community Organizing Project (MICOP),*
- *Moved to Discussion D.5 #15-178 with Mixteco/Indigena Community Organizing Project (MICOP),*

C.2 Ratified the following agreements:

(Ratification of Agreements)

- #15-174 with Ventura County Office of Education, to assist in promoting CHAMPS implementation support for up to 590 staff members for professional learning opportunities; amount not to exceed \$43,500.00 and up to \$4,350.00 for Graphics charges, to be paid with General Funds per LCAP Goals;
- #15-175 with PDAP of Ventura County, Inc., to provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students; December 2015 through June 17, 2016; amount not to exceed \$30,000.00, to be paid with Title I Funds.

C.3 Approved Purchase Order/Draft Payment Report #15-04, as submitted.

(Purchase Order/Draft Payment Report #15-04)

C.4 Approved the request for Susan Ekwall and Maureen Aryeetey, music teachers, to the National Association for Music Education (NAfME) conference in Atlanta, Georgia, on March 17-19, 2016; amount not to exceed \$4,000.00 for registration, airfare, lodging and meals, to be paid with MSAP Grant Funds.

(Request for Approval of Out-Of-State Conference Attendance – Georgia)

C.5 Approved the Quarterly Report on Williams Uniform Complaints, Second Quarter, as presented. (Approval of the 2015-16 Quarterly Report on Williams Uniform Complaints, Second Quarter)

C.6 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)

Establish:

- An eight hour, 246 day Grounds Manager, position number 7423, to be established in the Facilities Department. This position will be established to provide additional management support.

FISCAL IMPACT:

Cost for Grounds Manager – \$97,900.00 Maintenance

C.7 Personnel Action: (Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District. (CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Katherine Billet	Harrington	January 11, 2016
Pamela Sanchez	Chavez	January 18, 2016
Marisol Campos	Substitute Teacher	2015/2016 School Year
Eleanor Crilly	Substitute Teacher	2015/2016 School Year
Valerie Jones	Substitute Teacher	2015/2016 School Year
Donellan LaVigne	Substitute Teacher	2015/2016 School Year
Jade Ortiz	Substitute Teacher	2015/2016 School Year
Ana Silva	Substitute Teacher	2015/2016 School Year
Ryan Wells	Substitute Teacher	2015/2016 School Year

RESIGNATION

Karen Houle ISP, Kamala January 15, 2016

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Elbo, Winnie	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	01/12/2016
Pulido, Daniel	Paraeducator II, Position #6734 Special Ed. 5.75 hrs./183 days	01/11/2016

Limited Term

Hernandez, Eduardo	Campus Assistant	01/11/2016
Navarro, Rosaicela	Campus Assistant	12/08/2015

Increase in Hours

Saenz, Mary	Paraeducator III, Position #2608 Pupil Services 5.75 hrs./183 days	01/21/2016
	Paraeducator III, Position #2608 Pupil Services 5.5 hrs./183 days	

Unpaid Leave of Absence

Murillo de Jeronimo, Erica	Compensatory Ed. Assistant, Position #1852 Ed. Services 8.0 hrs./215 days	01/11/2016- 4/01/2016
Rodarte, Maribel	Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	01/11/2016- 02/01/2016

Extended Leave of Absence

Galvan, Judith	Paraeducator III, Position #5466 Special Ed. 5.5 hrs./183 days	01/11/2016- 12/20/2016
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FMLA

Aguirre, Jesus	HVAC Technician, Position #2628 Facilities 8.0 hrs./246 days	01/29/2016
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Resignation

Gush, Jonathan	Paraeducator III, Position #2883 Pupil Services 5.75 hrs./183 days	01/11/2016
Johnson, Karina	Office Assistant III, Position #2784 Ed. Services 8.0 hrs./246 days	01/29/2016
Rodriguez, Joshua	Paraeducator I, Position #7167 Brekke 4.0 hrs./183 days	01/08/2016

D.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services reported the audit report was the final report for the Measure M6 General Obligation Bond since all funds had been spent. Following discussion, on motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees accepted the Measure M6 General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2015.

MEASURE M6
GENERAL
OBLIGATION BOND
BUILDING FUND OF
OXNARD SCHOOL
DISTRICT AUDIT
REPORT, JUNE 30,
2015
(Motion #15-81)

D.2 Following discussion, on motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees accepted the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2015.

MEASURE R
GENERAL
OBLIGATION BOND
BUILDING FUND OF
OXNARD SCHOOL
DISTRICT AUDIT
REPORT, JUNE 30,
2015
(Motion #15-82)

D.3 Following discussion, on motion by Trustee Cordes, seconded by Trustee Morrison; Trustee O’Leary questioned the amount of \$10,000.00 and the lack of “not to exceed” language on the action item; initial motions were rescinded; and amended motion by Trustee Cordes, seconded by Trustee Morrison carried on a roll call vote of 5-0; the Board of Trustees ratified Field Contract #FC-P16-03200, for the emergency repairs of the Warehouse/Transportation Water Main, amount not to exceed \$10,000.00 to Sam Hill & Sons Inc., to be paid with Deferred Maintenance Funds.

RATIFICATION OF
FIELD CONTRACT
#FC-P16-03200 SAM
HILL & SONS, INC.

(Motion #15-83)

D.4 Jeremy Cogan with CFW, Inc. and representatives from CSDA Design Group provided a presentation which included a fly-through for the Marshall New Classroom Building Project.

Following a lengthy discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #15-23 approved the final architectural drawings for the Marshall New Classroom Building Project and further direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval.

CONSIDERATION AND
APPROVAL OF
RESOLUTION #15-23 OF
THE BOARD OF
TRUSTEES OF THE
OXNARD SCHOOL
DISTRICT APPROVING
THE FINAL
ARCHITECTURAL
DRAWINGS FOR THE
MARSHALL NEW
CLASSROOM BUILDING
PROJECT OF THE
FACILITIES
IMPLEMENTATION
PROGRAM AND
AUTHORIZING THE
DISTRICT TO SUBMIT
THE DRAWINGS TO THE
DIVISION OF THE
STATE ARCHITECT AND
THE CALIFORNIA
DEPARTMENT OF
EDUCATION FOR
ADMINISTRATIVE
REVIEW

(Motion #15-84)

D.5 Trustee Cordes requested the items be placed on the action agenda so that it could be discussed. Ms. Robin Freeman, Assistant Superintendent, Educational Services provided a brief summary on services which have been provided for the last two years to students and staff on Mixteco Cultural Awareness training/education about Mixteco culture and language.

APPROVAL OF
AGREEMENTS #15-177
AND #15-178 with
MIXTECO/INDIGENA
COMMUNITY
ORGANIZING
PROJECT (MICOP)

Following discussion, on motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #15-177 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Mixteco Cultural Awareness training on an as needed basis to Oxnard School District staff; amount not to exceed \$10,000.00, to be paid with Title I Funds; and Agreement #15-178 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Mixteco Cultural Awareness training on an as needed basis to Oxnard School District students; amount not to exceed \$10,000.00, to be paid with Title I Funds.

(Motion #15-85)

E.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services provided a presentation on building a solid foundation to increased student achievement through professional development, content and instructional strategies, instructional and assessment tools, program structure, extra support and parent engagement and support.

FOUNDATION FOR
INCREASED
STUDENT
ACHIEVEMENT
PRESENTATION

Following the presentation the Board and administrators discussed many topics including extra support for students through Saturday School for EL and GATE students, and intervention provided for students at the school site. They also discussed support for students that did not qualify for Saturday School or After School Programs to support all students in the District. Dr. Morales stated that the Board would receive a presentation at a future board meeting that would include specific data in regards to the first two trimesters in relation to all of the efforts presented today.

Dr. Cesar Morales:

SUPERINTENDENT
ANNOUNCEMENTS

- Reported that Trustee O’Leary inquired into the hiring process used for Assistant Principal Lepe. Dr. Morales provided a report to the Board of Trustees on the hiring process of this position.
- Thanked Ms. Freeman and the Education Service Department for the update report on academic achievement.
- Reported he would be providing a list of EL Professional Development Training provided since August to the end of the school year.
- Reported he and Ms. Freeman met with the Oxnard Union High School District team Dr. Fraisse and Dr. McCoy to discuss the needs of the students, programs and teachers.
- Stated he received a wonderful call today from Ms. Fox, Principal at Soria School that she had been informed by Statewide CAFE that on Monday they would be receiving a validation visit for the Award of Excellence Application submitted. He commended Ms. Fox and Team for their hard work in applying for the award. He stated he, Ms. Freeman and Dr. Arellano would be participating in the validation visit as central office administrators.
- Update on myOn Reading Literacy Program, the students have read on the digital platform 36,718 books, taking them to 52,128 hours spent reading, in addition to that all student have over 5,000 books available to them through myOn Program. This is to compliment the range of books in every library spanning 9,329 to 31,472 at every school which is 20 books per student.

Mr. Albert Duff Sr.:

TRUSTEE
ANNOUNCEMENTS

- Reported that he visited many schools and was impressed with the attractive well-kept campuses, pleasant atmosphere and the student engagement. The new school Harrington is a modern facility which is still being worked on; and he visited Marshall School to observe the space where the new 12 classroom project would take place.
- He reminded everyone that the African American Speech Exposition would be held on Saturday, February 27, 2016 sponsored by Alpha Kappa Alpha Sorority, Inc., Xi Kappa Omega Chapter.

Mr. Denis O’Leary:

- Reported he attended an Open House for MICOP and they are doing a lot of programs and the new radio station will be up shortly.
- Future Agenda: discussion on class size reduction; project labor agreements for Marshall, Lemonwood and Elm projects; and a report/discussion on nepotism in the district.

Mrs. Debra M. Cordes:

- Reported she attended a presentation at Rancho Campana High School, her daughter is a teacher there, and they requested community members to come in and score the students project based presentations.
- On February 2, 2016 she attended the VCSBA Dinner meeting; the topic was “State and Federal Legal Landscape/ESEA Reauthorization” and stated it is district’s responsibility to provide the best education to the students.
- Reported she would be attending DLI training on Friday presented by the VCOE.
- Sent out her condolences to the Garcia Family, Elena Garcia a retired Instructional Assistant for the district passed away recently. Her son was a teacher at Haydock and is no longer there.
- Stated she did not agree that the Board needed to have a discussion on nepotism and the individual was highly qualified.

Mrs. Veronica Robles-Solis:

- Reiterated the process used in the hiring of Ms. Lepe showed no wrong doing, the Board followed the recommendation of Superintendent Dr. Morales and a highly qualified individual was appointed.
- Thanked Driscolls’ Philanthropy Team and Berry Pack for their donations to needy Migrant families in the Oxnard School District.
- Thanked the School Counselors and Outreach Specialists for being present tonight and the presentation provided by administration on the services provided to the students.
- Reported tonight the Board approved service contracts with several vendors to provide services for the students of the district.
- Thanked Ms. Freeman for the information provided to the Board regarding academic achievement.

President Robles-Solis stated she would like to conclude each board meeting reading the District’s Vision and Mission Statements. Superintendent Morales read them in English and Spanish.

District’s Vision and Mission Statements

Trustees convened to closed session at 9:30 p.m. until approximately 10:37 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board deliberated upon the expulsion of students in closed session and will take action in open session actions:

REPORT ON CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; on the matter of Case #15-06 the Board of Trustees approved administration’s recommendation to expel.
- On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; on the matter of Case #15-07 the Board of Trustees approved administration’s recommendation to readmit.

(Motion #15-86)

(Motion #15-87)

There being no further business, on motion by Trustee O’Leary, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 10:45 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
February 3, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Board Meeting
February 10, 2016

The meeting was called to order at 6:05 p.m. by President Veronica Robles-Solis. CALL TO ORDER

Trustee Debra M. Cordes led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Albert Duff Sr., Debra M. Cordes, Ernest Morrison, Denis O’Leary and President Veronica Robles-Solis. Also present were Superintendent Dr. Cesar Morales and Nitasha Sawhney with GHSB, LLP. ROLL CALL

On motion of Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board during public comment. PUBLIC COMMENT

ANNOUNCEMENTS PRIOR TO CLOSED SESSION February 10, 2016:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

Under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee Evaluation
 - District Superintendent

Trustees convened to closed session at 6:07 p.m. until approximately 9:10 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Robles-Solis reported the Board took no reportable action during closed session. REPORT ON CLOSED SESSION

Trustee Denis O’Leary departed at 8:25 p.m. (Trustee Departure)

There being no further business, on motion by Trustee Cordes seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 9:12 p.m. ADJOURNMENT

Respectfully submitted,

Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of February 10, 2016; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
February 17, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, February 17, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Debra M. Cordes, Ernest “Mo” Morrison, Denis O’Leary and Albert Duff Sr. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Robin Freeman, Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Matthew Leung, 5th grader in Mrs. Lucinda Harrel’s class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Anika Huelskamp, 5th grader in Ms. Sandy Sloan’s class read the District’s Vision and Mission Statements in English and Noelia Jimenez, 5th grader in Mrs. Laura Pigeon’s read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Marlene Breitenbach, Principal of Marshall School thanked the Board for the opportunity to present Thurgood Marshall Elementary A Visual and Performing Arts School. She provided a detailed presentation which included how they would reach their goals, strand focus, the different clubs available before and after school, field trips, and parent training. She finished the presentation by having the following students provide a brief statement:

PRESENTATION BY MARSHALL SCHOOL STAFF

- Matthew Leung, stated at Marshall School he learned to always finish his work with the encouragement of his teacher;
- Anika Huelskamp, learned through Student Counsel she has learned to inspire other students to do interesting and amazing work;
- Noelia Jimenez, learned to speak up and write by participating in the African American Speech Contest which has inspired her during her research on Shirley Chisholm.

President Robles-Solis thanked the students and staff for participating in the board meeting.

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- Moved C.6 Approval of Revised Job Descriptions to Action Agenda Item D.6

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as amended.

Ms. Robin Freeman, Assistant Superintendent, Educational Services presented an update on the Local Control Accountability Plan (LCAP) for 2015-2016. She reviewed each goal and what had been completed, what was in progress and those that had not been completed with an explanation. Following the presentation the Board and administration had a lengthy discussion on the LCAP Plan.

STUDY SESSION LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE

ANNOUNCEMENTS PRIOR TO CLOSED SESSION February 17, 2016:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case

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

- Case No. 15-08 (Action Item)

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

- Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Fourthly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
- PUBLIC EMPLOYEE(S) EVALUATION(S)
 - Principal(s)
 - Assistant Superintendent(s)

Trustees convened to closed session at 6:22 p.m. until approximately 7:15 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board would be returning to closed session after the regular board meeting to complete the closed session agenda.

REPORT ON CLOSED
SESSION

Dr. Morales, District Superintendent requested that Item C.6 previously moved to D.6 be tabled until the next Board Meeting.

ADOPTION OF THE
AGENDA

- Moved C.6 Approval of Revised Job Descriptions to Action Agenda Item D.6

On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board adopted the agenda, as amended.

(Motion #15-88)

A.11 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of December 9, 2015, regular board meeting and December 16, 2015, special board meeting, as submitted.

APPROVAL OF
MINUTES
(Motion #15-89)

B.1 President Robles-Solis read the Rules For Individual Presentations in English and Clerk Cordes read them in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Maria Flores, Parent at Frank School, in opposition of eliminating honor classes at the middle schools and submitted a signature petition from parents and students regarding the topic;
- Sophia Landeros, Student at Frank School, in opposition of eliminating honor classes at the middle schools;
- Nancy Pederson, Neighbor of Harrington School, thanked the District for the school but pointed out that there was a need for a fence for security proposes;
- Francine Castanon, Parent, concerns with no air conditioning in older schools and the safety at Harrington School, inquired on when the fence will be installed.

The following items on the consent agenda were approved on motion by Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA
(Motion #15-90)

C.1 Approved the following agreements:

(Approval of Agreements)

- Amendment #1 to Agreement #15-49 with the California Department of Education – Child Development Division, Contract #CSPP-5617, to operate State Preschool programs July 1, 2015 through June 30, 2016, amendment is for the Maximum Reimbursable Amount of \$89,259.00 for a total contract amount of \$1,274,926.00;
- Amendment #1 to Agreement #15-77 with Mad Science of Los Angeles, to provide enrichment activities for the period of 9/1/2015 through 6/30/2016, amendment #1 is to increase enrichment activities at schools for an additional \$45,000.00, original contract was \$30,000.00, for a total of \$75,000.00, to be paid with unrestricted General Funds;
- Amendment #1 to Agreement #15-78 with Art Trek Inc., to provide enrichment activities for the period of 9/1/2015 through 6/30/2016, amendment #1 is to increase enrichment activities at schools for an additional \$18,000.00, original contract was \$20,000.00, for a total of \$38,000.00, to be paid with unrestricted General Funds;
- #15-183 with Boys & Girls Clubs of Greater Oxnard and Port Hueneme, to provide information to parents about their programs and how to obtain them, February 18, 2016 through February 28, 2017, at no cost to the district;
- #15-184 with STAR of CA Inc., to provide classroom support as consultants and 1-1 behavioral therapists for identified students, February 18, 2016 through June 30, 2016, amount not to exceed \$120,000.00, to be paid 50% with MAA Funds and 50% with Special Education Funds;
- #15-186 with Nolte Associates Inc., to provide DSA inspection services in support of the Curren P2P Project closeout; amount not to exceed \$4,250.00, to be paid with Deferred Maintenance Funds;
- #15-187 with Action Preparedness Training, to provide training to coaches in OSD on how to properly perform and administer CPR/First Aid to students involved in athletic activities; amount not to exceed \$750.00, to be paid with General Funds.

- C.2 Ratified Agreement #15-185 with EUR Consulting & Development Inc. in the amount not to exceed the “Hourly Rates” as stated in the Proposal dated 1/15/16, to be paid with Measure R Bond Funds. (Ratification of Agreement #15-185 with EUR Consulting & Development Inc.)
- C.3 Reviewed and accept the 2015-2016 Second Quarter Williams VCOE Activity Report, as presented. (2015-2016 Second Quarter Williams VCOE Activity Report)
- C.4 Scheduled March 2, 2016 for the Public Hearing for OSSA and the District’s proposals. (Approval to Set Date for Notice of Public Hearing re: Sunshine of the OSSA and The OSD’s Initial Proposals for 2016-2017 Negotiations, Pursuant To Government Code Section 3547)
- C.5 Agreed to reject York Claim VCBA07207A2. (Liability Claim)
- C.6 *Item was moved to Action Item for discussion. Upon returning from closed session this item was tabled until the next board meeting at the request of Dr. Morales.* (Tabled Approval of Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8)
- C.7 Approved the request for approximately two classes of (35) thirty-five 8th grade students from Oceanography classes at Frank Middle School, to attend a three (3) day fieldtrip to the CSU Channel Islands Santa Rosa Island Research Station, April 18-20, 2016 and April 20-22, 2016; at no fiscal impact to the district. (Request For Approval of Overnight Field Trip to CSU Channel Islands Santa Rosa Island Research Station)
- C.8 Approved the employment contract between the Board of Trustees and Ms. Lisa Cline for the position of Deputy Superintendent, Business & Fiscal Services and execute said contract. (Approval of Contract with Deputy Superintendent, Business & Fiscal Services)
- C.9 Approved the establishment, abolishment, reduction or increase in hours for classified positions:
Establish:
- An eight hour, 246 day Information Systems Data Technician, position number 7472, to be established in the Technology department. This position will be established to provide needed support.
 - A five hour and forty five minute, 183 day Paraeducator III, position number 7467, to be established in the Pupil Services department. This position will be established to provide additional support to comply with the student’s IEP.
- (Establish/Abolish/Reduce/Increase Hours of Positions)

- A five hour, 183 day Paraeducator II, position number 2248, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be established to provide additional support.
- A five hour, 183 day Paraeducator II, position number 2250, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be established to provide additional support.

FISCAL IMPACT:

Cost for Information Systems Data Technician - \$81,898.00 General

Cost for Paraeducator III - \$26,798.00 Special Ed

Cost for Paraeducator II - \$3,485.00 Special Ed

Cost for Paraeducator II - \$3,485.00 Special Ed

C.10 Personnel Action:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District.

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Vicki Haun	School Psychologist, Haydock	February 17, 2016
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Gabriela Ambriz	McAuliffe	February 4, 2016
Jasmin Arceo	Ramona	January 29, 2016
Rex Burke	Marshall	February 1, 2016
Alyxandra Dudley	Elm	February 1, 2016
Luzmaria Campos	Substitute Teacher	2015/2016 School Year
Christopher Gostanian	Substitute Teacher	2015/2016 School Year
Monica Gray	Substitute Teacher	2015/2016 School Year
Lindsay Smith	Substitute Teacher	2015/2016 School Year
Melanie Weiner	Substitute Teacher	2015/2016 School Year

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

(CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>Exempt</u>		
Barrera, Evelyn	Campus Assistant	02/01/2016
Garcia Espinoza, Jazmine	Campus Assistant	01/11/2016
Gonzales, Charlette	Campus Assistant	01/11/2016
Gonzalez, Renata	Campus Assistant	01/15/2016

Gonzalez, Stephanie	Campus Assistant	01/25/2016
Moreno, Ascension	Campus Assistant	01/15/2016
Perez Guzman, Patricia	Campus Assistant	12/01/2015
Roa, Monica	Campus Assistant	01/11/2016
Romero, Sandra	Campus Assistant	12/08/2015
Salazar, Alex	Campus Assistant	01/06/2016
Smith, Sarah	Campus Assistant	02/02/2016
Tomasino, Idalia	Campus Assistant	01/11/2016
Velazques Salazar, Jennifer	Campus Assistant	01/11/2016

Limited Term

Duarte, Andrea M	Paraeducator	01/25/2016
Tellez, Teresa	Child Nutrition Worker	01/25/2016
Yepez, Bibiana	Child Nutrition Worker	01/25/2016

Increase in Hours

Camarena, Angie	Paraeducator II (B), Position #2231 Pupil Services 5.75 hrs./183 days	01/27/2016
	Paraeducator II (B), Position #2231 Pupil Services 5.0 hrs./183 days	
Iyam, Onnegadon S	Paraeducator III, Position #1937 Pupil Services 5.75 hrs./183 days	01/25/2016
	Paraeducator III, Position #1937 Pupil Services 5.0 hrs./183 days	
Lopez, Sandy	Paraeducator II (B), Position #2229 Pupil Services 5.75 hrs./183 days	02/01/2016
	Paraeducator II (B), Position #2229 Pupil Services 5.0 hrs./183 days	
Saenz, Mary J	Paraeducator III, Position #2608 Pupil Services 5.75 hrs./183 days	01/21/2016
	Paraeducator III, Position #2608 Pupil Services 5.5 hrs./183 days	

Transfer

Cachu, Blanca	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days	01/25/2016
	Child Nutrition Worker, Position #2393 Soria 5.0 hrs./185 days	
Cerda, Pilar	Child Nutrition Worker, Position #1830 Marshall 5.0 hrs./185 days	01/25/2016
	Child Nutrition Worker, Position #2678 Soria 5.0 hrs./185 days	

Extended Leave of Absence

Rodarte, Maribel	Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	02/01/2016- 05/01/2016
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D.1 Mr. Michael Chris Ridge, Director of Pupil Services presented the Comprehensive Safe School Plans for 20 sites that align with California Education Code Section 32280. Following discussion, on motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved the Comprehensive Safe School Plans for all 20 elementary and middle schools.

COMPREHENSIVE SAFE SCHOOL PLANS 20 SCHOOLS (Motion #15-91)

D.2 Following discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; Trustee O’Leary was not present for the vote; the Board of Trustees approved reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT (Motion #15-92)

D.3 Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees ratified Change Order #004, in the amount not to exceed \$177,072.00 for Agreement #14-21, Harrington Elementary School Reconstruction with Bernards.

RATIFICATION OF CHANGE ORDER #004, HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Motion #15-93)

D.4 Following discussion, on motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the submittal of CSBA Official 2016 Delegate Assembly Ballot, Subregion 11-B (Ventura County) supporting four representatives.

2016 CSBA DELEGATE ASSEMBLY ELECTION (Motion #15-94)

D.5 Following discussion, on motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board of Trustees approved Resolution #15-25 of the Board of Trustees of the Oxnard School District authoring the execution, delivery and sale of Certificates of Participation in the maximum aggregate principal amount of \$8,000,000.00 to acquire and improve real property and approving related documents and actions, and authorize district representatives to execute and deliver related documents and take related actions.

REQUEST FOR APPROVAL OF RESOLUTION #15-25 AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF CERTIFICATES OF PARTICIPATION IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$8,000,000.00 TO ACQUIRE AND IMPROVE REAL PROPERTY AND APPROVING RELATED DOCUMENTS AND ACTIONS (Motion #15-95)

E.1 The Board received a report from Ernesto Flores and Jeremy Cogan with Caldwell Flores Winters, Inc., on the Master Construct Program which works to layer project improvements in a way that meets the District’s needs, maximizes State Aid reimbursements from completed projects and allows the program to be enhanced and extended, where possible. Following discussion, the Board was informed that the Program would be coming back for Board approval at a future board meeting.

UPDATE MASTER CONSTRUCT PROGRAM

Dr. Cesar Morales:

- Thanked the Educational Services Team for the LCAP presentation;
- Congratulated Deputy Cline, announced today during consent agenda her title change and promotion was approved;
- Acknowledged and thanked Elm School, Rose Avenue School and Fremont Middle School staff for the student work on the bulletin boards in the board room;
- Update on myOn Reading Literacy Program, to date the students have read 417,798 digital books taking them to 60,123 hours spent reading.

SUPERINTENDENT
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Requested Board Members mark their calendars for the African American Speech Expo sponsored by the AKA Sorority, Inc., which would be held on February 27, 2016 at 1:00 p.m. at Thurgood Marshall School. He also reported that Dr. Morales would be one of the judges for the event.

TRUSTEE
ANNOUNCEMENTS

Mr. Denis O'Leary:

- Thanked Trustee Duff for the reminder of the African American Speech Expo and announced he would be attending.
- Requested that the City Council of Oxnard be contacted to schedule a joint meeting with the Oxnard School District Board of Trustees to discuss several topics. Reported he had spoken with the Mayor and Council Members and they seemed interested in getting together.

Mr. Ernest Morrison:

- Announced he was looking forward to the beginning of the African American Speech contest event where he will be participating in several judging at the individual schools before they go to the February 27, 2016 event.
- Inquired on the PTA Reflection Event because several of our schools are now in the arts. Ms. Freeman informed him that the PTA did announce it at their first fall meeting and invited schools and students to participate. Dr. Morales stated that one student from Fremont won the county competition and agreed that in the future there should be more participation.

Mrs. Debra M. Cordes:

- Thanked Ms. Freeman and Mr. Ridge for their presentations this evening and also the principals and staff at the schools for all that is required of them.
- Stated she was looking forward to the African American Speech Expo and reminded everyone of March 2, 2016 Dr. Seuss Birthday – Read Across America. She invited the community to come out and read at one of the schools.
- Thanked Mr. Carlos Godoy for inviting her to throw out the first pitch at the ASA Softball in El Rio for opening day.
- Announced that Oxnard Sister Cities with Ocotlán will be sponsoring a menudo breakfast Sunday, \$10.00 at Driffill School, 9-12 and the proceeds will be going to Oxnard School District families.

Mrs. Veronica Robles-Solis:

- Thanking all of the coaches districtwide for their time, today we approved an agreement to provide CPR and First Aid for all coaches. She reported she has attended some of the basketball games which are very serious; they are out there to win.

- Announced that Dr. Morales would be throwing out the first pitch at the Northside Youth Ball Opening Day on March 12, 2016.
- Requested that everyone start emailing pictures of events that Board Members participate in and staff to the Superintendent.
- Reported she visited Rose Avenue School on Friday. Thanked the Pumas for their hospitality.
- Reported today the Board approved more enrichment programs for the students, for after school programs and questioned how the district could provide the camping experience for all of the sixth graders in the district.
- Thanked Deputy Superintendent Lisa Cline for the work she had taken on in the last couple of years and for all of her support.

President Robles-Solis stated she would like to conclude each board meeting by reading the District’s Vision and Mission Statements. Superintendent Dr. Morales read them in Spanish and Deputy Lisa Cline read them in English.

District’s Vision and Mission Statements

Trustees convened to closed session at 9:11 p.m. until approximately 10:27 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board deliberated upon the expulsion of students in closed session and will take action in open session actions:

REPORT ON CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; on the matter of Case #15-08 the Board of Trustees approved administrations recommendation on stipulated expulsion.

(Motion #15-96)

There being no further business, on motion by Trustee O’Leary, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 10:30 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of February 17, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
March 2, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, March 2, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Debra M. Cordes, Ernest “Mo” Morrison, Denis O’Leary and Albert Duff Sr. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Alyssa Ruiz, 2nd grader in Ms. Dorianne Rigg’s class and Fred K. Arthur, 3rd grader in Ms. Theresa Romero’s class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Alyssa Ruiz, 2nd grader in Ms. Dorianne Rigg’s class read the District’s Vision and Mission Statements in Spanish and Fred K. Arthur, 3rd grader in Ms. Theresa Romero’s class read them in English.

DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Andres Duran, Principal of McAuliffe School thanked the Board for the opportunity to present McAuliffe Elementary the STEAM Education School. He reviewed the McAuliffe website and the ability for parents to be involved with quick links. He shared the success of Accelerated Reading and myOn programs, parent participation, field trips, and evening events for students, parents and the community. Dr. Duran invited the Board to the PTA Color Run on March 19, 2016 and the Art & Author’s Faire on May 26, 2016. President Robles-Solis thanked the students and staff for participating in the board meeting.

PRESENTATION BY MCAULIFFE SCHOOL

Mr. Greg Brisbine, Principal of Fremont Middle School thanked the Board for the opportunity to present Fremont’s Mathletes who took First Place in School Competition at the Saint Bonaventure High School 30th Annual Math Contest 2016 and students who competed individually. The Board of Trustees recognized the students and staff for their participation with a token of achievement.

RECOGNITION OF FREMONT MATHLETES

A.6 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Valerie Mitchell, Chief Information Officer who provided a presentation on the District Apps in correlation with District Goal Two: Improve Communication with Parents, Community and Staff. An iPad was provided to Board Members and Cabinet to experience the Apps first hand as Ms. Mitchell walked the Team through the process. Dr. Morales commended the leadership of Ms. Mitchell and the IT Team. President Robles-Solis thanked Ms. Mitchell for the presentation. Ms. Mitchell took the opportunity to thank the Board for their vision and her Team for their commitment.

STUDY SESSION REPORT ON DISTRICT APPS AND PARENTLINK APPS

ANNOUNCEMENTS PRIOR TO CLOSED SESSION March 2, 2016:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATION – one (1) case: Ventura County Superior Court Case No.: 56-2015-00463438-CL-BC-VTA

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
- PUBLIC EMPLOYEE(S) NON RE-ELECTS

Trustees convened to closed session at 5:50 p.m. until approximately 7:01 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board took no reportable action during closed session.

REPORT ON CLOSED
SESSION

A.12 Dr. Cesar Morales, District Superintendent introduced Ms. Pavan Bhatia, Director of Facilities.

INTRODUCTION OF
NEW ADMINSTRATOR

B.1 President Robles-Solis read the Rules For Individual Presentations in English and Clerk Cordes read them in Spanish.

RULES FOR
PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Frank Hurtado, TOSA at Harrington School, in opposition of reduction of services of the ELD Program Implementation Specialist;
- Graciela Soliz, retired Educator and AMAE Board Member, presented a letter from AMAE in opposition of reduction of services of the ELD Program Implementation Specialist;
- Fabiola Guillen, Sierra Linda Parent, concerned with lack of services provided to her child in regards to IEP;
- Griselda Munguia, Chavez Parent, concerned with the lack of tutoring services available to student before and after school;
- Claudia Mercado, DELAC President and Parent; presented a letter in opposition of proposed changes to the services for English Language Learners; concerns with changes to the DELAC Bylaws and lack of response to address varies complaints brought forth to the Superintendent;

- Cherie Moraga, retired Teacher, in opposition of reduction of services of the ELD Program Implementation Specialist;
- Arnett Smithson, Teacher, in opposition of eliminating the ELD Program Implementation Specialist;
- Frank Barba, retired Administrator, in opposition of eliminating the ELD Program Implementation Specialist
- Ana Del Rio-Barba, former Board Member, in opposition of eliminating the ELD Program Implementation Specialist;

B.2 This being the time and dated noticed, President Robles-Solis opened the public hearing to sunshine the Oxnard School District’s and the Oxnard Supportive Services Association’s initial proposals for negotiations for the 2016-2017 school year, pursuant to Government Code Section 3547. 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

Dr. Vaca, Assistant Superintendent, Human Resources & Support Services provided a brief summary. There being no comments, President Robles-Solis declared the public hearing closed.

On motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees authorized the District to enter into contract negotiations for the 2016-2017 school year and additional years as may be mutually agreed upon by the parties.

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented.

C.1 Approved the following agreements:

- 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;
- #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;
- #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;
- #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;

PUBLIC HEARING: RE: SUNSHINE OF THE OXNARD SUPPORTIVE SERVICES ASSOCIATION’S (OSSA) AND THE OXNARD SCHOOL DISTRICT’S (DISTRICT) INITIAL PROPOSAL FOR 2016-2017 NEGOTIATIONS, PURSUANT TO GOVERNMENT CODE SECTION 3547

(Motion #15-97)

CONSENT AGENDA (Motion #15-98)

(Approval of Agreements)

- #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;
- #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;
- #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;
- #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;
- #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.

C.2 Ratified the following agreements:

(Ratification of Agreements)

- #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;
- #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;
- #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;
- #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.

C.3 Approved 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.

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

C.4 Approved 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.

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

C.5 District's enrollment reports for December 2015 and January 2016. (Enrollment Report)

C.6 Ratified 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. (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.)

C.7 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/ Increase Hours Of Positions)

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

C.10 Personnel Action: (Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District. (CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
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

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>Exempt</u>		
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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D.1 Mr. Yuri Calderon with Caldwell Flores Winters, Inc. provided a brief summary on an agreement to undertake a scientific, random sample opinion survey to identify voter support for planned district improvement.

APPROVAL OF AGREEMENT #15-196 – CALDWELL FLORES WINTERS, INC.

- Ernest Stein, Lemonwood community member, requested the Board consider the burden on the residents of the Oxnard School District to request another expense, to consider the balance of the request before moving towards another bond.

PUBLIC COMMENT

Following a lengthy discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees approved 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.

(Motion #15-99)

Trustee O’Leary and Trustee Cordes concurred that the District Superintendent be involved in the selection of the agency performing the survey. The Board requested the agency selected to perform the survey also present the information to the Board at a future board meeting.

D.2 Mr. Yuri Calderon with Caldwell Flores Winters, Inc., reported that Lisa Cline, Deputy Superintendent had reviewed and approved the redesign of the kitchen at the Lemonwood School reconstruction project.

CONSIDERATION AND APPROVAL OF AMENDMENT #002 TO AGREEMENT #12-231 FOR SVA ARCHITECTS – LEMONWOOD SCHOOL RECONSTRUCTION

- Ernest Stein, Lemonwood community member, in support of the Lemonwood project and hoped there would be a ground breaking ceremony in the very near future.

PUBLIC COMMENT

Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved 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.

(Motion #15-100)

D.3 Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services provided a summary of the revisions made to job descriptions. On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the revised job descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8.

APPROVAL OF REVISED JOB DESCRIPTIONS: ASSISTANT PRINCIPAL, PRINCIPAL-ELEMENTARY, MASTER PRINCIPAL-ELEMENTARY, PRINCIPAL-MIDDLE SCHOOL/K-8, MASTER PRINCIPAL-MIDDLE SCHOOL/K-8 (Motion #15-101)

D.4 Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services stated there were individuals that requested to speak on the item.

REDUCTION IN FORCE; REDUCTION OF SERVICES

- Cynthia Garcia Doane, current ELD Program Implementation Specialist, shared her duties and support to the English Learner Students;
- Frank Barba, retired administrator, concerned that district is top heavy with administrators, district needs specialists not administrators.

PUBLIC COMMENT

Dr. Vaca reported according to Education Code the District must notice certificated staff no later than March 15 of each year if the District plans or anticipates possible reduction in personnel. Based on the Magnet Schools Assistant Program (MSAP) Grant ending and the reorganization of the Educational Service Department, District staff determined that the certificated services of an English Language Development (ELD) Program Implementation Specialist and a Magnet Schools Assistance Program (MSAP) Project Director be reduced. In addition, the specified quantity of FTEs must be eliminated no later than the beginning of the 2016-2017 school year.

Following discussion, Trustee Morrison motioned and Trustee Cordes seconded. President Robles-Solis asked if there was board discussion. Trustee O’Leary made a motion to substitute the motion on the table to remove the English Language Development (ELD) Program Implementation Specialist from Resolution #15-27, Trustee Duff seconded. Following a lengthy discussion, there was a call for the question. Mr. Garcia, district legal counsel informed the Board their obligation was to notice by March 15, 2016 and if the Board so decided to make changes they had until June 30, 2016. He also informed the Board there was a call for the question on the amendment.

A roll call vote on the amendment to the motion made by Trustee O’Leary, seconded by Trustee Duff to remove the English Language Development (ELD) Program Implementation Specialist from Resolution #15-27 was 2-3, Ayes – Trustees Duff and O’Leary, Nays – Trustees Morrison, Cordes and Robles-Solis, motioned failed.

(Motion Failed #15-102)

The initial motion made by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-1, Ayes – Duff, Morrison, Cordes and Solis-Robles, Nay – Trustee O’Leary, the Board of Trustees adopted 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.

(Motion #15-103)

D.5 Mr. Yuri Calderon with Caldwell Flores Winters, Inc. introduced new team member Adrine Golnazarian, Senior Program Manager with CFW, Inc. welcomed Pavan Bhatia, the District's Facilities Director. He provided a brief summary on the reconstruction of Lemonwood K-8 School project.

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

- Ernest Stein, Lemonwood community member, thanked the Board, staff and district staff for the work to get to this point. Early on Dr. Morales made a promise to get this project moving and he made good on it.

PUBLIC COMMENT

Following discussion, on motion by Trustee Morrison, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; the Board of Trustees approved 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.

(Motion #15-104)

E.1 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services introduced Mr. Crittenden Ward, Measure R Bond Oversight Committee chair, who presented the Bond Oversight Committee's third annual report to the Board of Trustees as per Proposition 39 requirements.

MEASURE R BOND OVERSIGHT COMMITTEE ANNUAL REPORT

E.2 Ms. Robin Freeman, Assistant Superintendent, Educational Services reported after a thorough review on the compliance provisions set forth in the Cal200 Settlement. It was determined that the Oxnard School District had satisfied all compliance requirements consistent with the agreement and the California Education Code Section 51201. She informed the Board this item would be brought back for action

CAL200 SETTLEMENT AGREEMENT REPORT

Dr. Cesar Morales:

SUPERINTENDENT ANNOUNCEMENTS

- Congratulated the Fremont Mathematicians under the leadership of Mr. Milton and the Math Department in taking first place at the St. Bonaventure High School 30th Annual Math Contest 2016.
- He also congratulated the Frank Academy Students for taking fourth place at the Robotic Competition in Compton, California that spanned from LA County throughout Southern California. He reported he visited the Robotic class at Frank School and was very impressed and commended the students, teachers, administration and the Educational Services Department specifically Debra West for the use of the MSAP Grant.
- Reported on February 25, 2016 he attended the Naval Engineering Challenges where the three middle school academies competed. He thanked Ventura School Board Trustee Dr. Flores for his continued support of this competition and partnership with school districts throughout the county.

- Reported he enjoyed participating in the Read Across America and visited Kamala, Lemonwood and Brekke. He thanked the community volunteers that took time to inspire the students. He also thanked the Teacher's Union OEA whom gifted books to all schools in the district promoting literacy through the district.
- Dr. Morales thanked everyone involved in getting the Lemonwood Project to become a reality.
- Update on myOn Reading Literacy Program, to date the students have read 494,102 digital books which is up 76,304 books read since February 2016.

Mr. Albert Duff Sr.:

- Reported on February 27, 2016 at Marshall School the Alpha Kappa Alpha Sorority, Inc. sponsored the African American Speech Expo where 19 students participated, one from each school and the students did an excellent job.

TRUSTEE
ANNOUNCEMENTS

Mr. Denis O'Leary:

- Announced on behalf of schoolers, teachers and learners he wished Theodor Seuss Geisel who would have been 112 years old today. He reported his 5th grade students would be going to a first grade classroom tomorrow to read. He thanked everyone for the invitations to read, he being a teacher as well was unable to participate.
- Future Agenda Items: discuss a partnership in the Plazas Comunitarias Program with the Mexican government to assist adults in the community; and status on the fences at Harrington.
- Congratulated Mr. Milton who was corresponding with Trustee O'Leary during the Math Contest. He congratulated all of the mathematicians and their parents; he expressed his delight in receiving awards for academics.

Mr. Ernest Morrison:

- Reported he also attended the African American Speech contest and was impressed with the level and quality of the speeches that students brought forth new people and getting involved in their speeches.
- Reported he spent today reading at five schools, nine classrooms and one assembly at Cesar Chavez School to 6th graders. He complimented the students, the teachers, and the principals for the quality of work and how they accepted guests to their campuses.
- Stated he was looking forward to the Cesar Chavez Speech contest in the next few months.

Mrs. Debra M. Cordes:

- Stated she was a member of the Oxnard Sister City Committee which held a fund raiser and would be presenting to each school a gift card to give to a needy family.
- Reported she also attended the African American Speech Contest.
- Reported she read at six schools, Curren, Brekke, Chavez, Kamala, Driffill and Elm and really enjoyed the time with the students.
- Sent her condolences to the families of the teachers and students that passed away this week.

Mrs. Veronica Robles-Solis:

- Thanked all of the principals for the invitations to read at their schools but had not been able to participate thus far but would try in the next following days.
- Reported tonight the Board approved many programs that would be supporting the

students, teachers and families. Stated it was good that we are involving the parents and providing outlets for them to spend time with their children in the school environment.

- Thanked the IT Department for the presentation tonight and looked forward to receiving feedback from the parents once they adapt to the District Apps.

President Robles-Solis stated she would like to conclude each board meeting reading the District’s Vision and Mission Statements. Amelia Sugden read them in Spanish and Dr. Vaca read them in English.

District’s Vision and Mission Statements

There being no further business, on motion by Trustee Cordes, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 10:03 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 2, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
March 16, 2016

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, March 16, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Debra M. Cordes, Ernest "Mo" Morrison, Denis O'Leary and Albert Duff Sr. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Reyanna Ortega, 5th grader in Mrs. Alvarez Lawson's class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Genesis Sandoval, 4th grader in Mrs. Zendeja's class read the District's Vision and Mission Statements in English and Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

Mrs. Aracely Fox, Principal of Soria School started by thanking Reyanna and Genesis for assisting with the board meeting. She also acknowledged Ty Campbell and Geovanni Scott both 8th graders for producing the video that is on the Soria School website.

PRESENTATION BY SORIA SCHOOL

Mrs. Fox thanked the Board of Trustees for the privilege of showcasing Juan Soria School, Te.A.L. Academy, the school where everybody cares. There were quite a few parents, students and teachers in attendance to show support for their school. She presented an extensive report which included structure for student success, the different learning programs available at the school, submission of applications for CAFE Award and Gold Ribbon Award, explained the multi-tiered system of support (MTSS), promotion of good behavior and completed the presentation with the Aztec Commitment.

President Robles-Solis thanked the students and staff for participating in the board meeting. Dr. Morales thanked the students, parents, teachers and staff for being present at the board meeting.

Mrs. Robin Freeman, Assistant Superintendent, Educational Services welcomed the students and families that participated in the 34th Annual Speech Expo which sponsored by the Alpha Kappa Alpha Sorority, Inc. She introduced the students who presented their winning speech to the Board and audience, followed by the Board recognizing and providing a plaque to each of the students. Third place: Jade Tran, 5th grader at Brekke School; Second place: Reyanna Ortega, 5th grader at Soria School; and First place: Diana Rejon, 6th grader at Fremont Middle School. President Robles-Solis thanked the students and staff for their participating.

RECOGNITION OF AFRICAN AMERICAN SPEECH EXPO WINNERS

A.6 Changes to the agenda were noted:

- Revision to Resolution #15-29 Authorizing the Purchase of Real Property Located at the Corner of Doris Avenue and Patterson Road...The resolution was revised to correct the title, as well as sections three (3) and six (6).

ADOPTION OF THE
AGENDA

On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 4-1, Trustee O'Leary being the nay vote; the Board adopted the agenda, as amended.

Mr. Ernesto Flores, president of Caldwell Flores Winters, Inc. provided a presentation on the Oxnard School District result of the Voter Opinion Survey dated March 2016 which included the key findings. That a majority of respondents (72.5%) believe that the district needs additional funding for classroom facilities, voters are supportive of the direction the district is going and rated favorably, strong support for potential projects and for a potential bond measure. In closing the results at this time are that voters support the district and the district is moving in the right direction. Trustee O'Leary reported he received a telephone call from a polling company within 24 hours of the last board meeting. Following discussion, the Board thanked Mr. Flores for the information.

STUDY SESSION
PRESENTATION OF
VOTER OPINION
SURVEY RESULTS BY
CALDWELL FLORES
WINTERS, INC.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION March 16, 2016:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case

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

- Case No. 15-10 (Action Item)

Thirdly, CONSIDER EXPUNGE EXPULSION under Education Code 48923(c).

- Case No. 15-05 (Action Item)

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

- Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Fifthly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

Trustees convened to closed session at 6:50 p.m. until approximately 7:07 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board would be returning to closed session after the regular board meeting to complete the closed session agenda.

REPORT ON CLOSED SESSION

A.12 On motion by Trustee Morrison, seconded by Trustee Duff, and carried on a roll call vote of 5-0, the Board of Trustees approved the minutes of regular board meeting January 20, 2016.

Approval of Minutes

B.1 President Robles-Solis read the Rules For Individual Presentations in English and Clerk Cordes read them in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Dominick O’Leary, resident, concerned with comments made in late February at a regular board meeting regarding my status as a substitute teacher, took it as a personal attack to his person and resigned from the district immediately;
- Eric Arteaga, Soria Parent of two DLI students, concerned with the intervention of an outside organization regarding their application to CABE’s Seal of Excellence Award;
- Marsha Cordes, President of Oxnard-Ocotlán Sister City Committee, Jo Ann Olivares and Rodney Medina of the Executive Board, donated twenty \$25.00 Food for Less gift cards, one for each school to present to a need family;
- Gianna Adrian, 6th Grade Bilingual Student at Soria, expressed the love and support she receives at Soria School as a Student in the DLI program;
- Monica Adrian, Soria Parent and High School Teacher, concerned with the intervention of an outside entity regarding their application to CABE’s Seal of Excellence Award;
- Kirsten Barajas, Aracely Martinez, Lorena Carrillo, Soria Teachers, concern with the intervention of outside entity regarding their application to CABE’s Seal of Excellence Award and submitted letter to Board Members;
- Veronica Diaz, Parent, in opposition of eliminating honor classes at the middle schools and submitted a signature petition from parents and students regarding the topic;
- Miriam Ornelas, Frank Middle School Parent, in favor of keeping honor classes at middle schools;
- Jamie Evins, Teacher at Brekke and Frank Parent, in opposition of eliminating honor classes at middle schools;
- Oscar Heredia, Student at Frank, concerned with elimination of honor classes;
- Kimberly Nguyen, Student at Frank, concerned with elimination of honor classes, requested support to keep classes for the students;
- Gabriel Diaz, Frank Parent, in support of students and staff in keeping honor classes at middle schools;
- Alejandra Nava, Frank Parent, in support of students and staff in keeping honor classes at middle schools;
- Rebeca Rodriguez, Soria Parent, read into record letter from Mrs. Liliana

Girón regarding Soria School and the DELAC President;

- Azucena Romero, read a letter from Michele Harris-Pardón, regarding Dual Language Programs.

B.2 President Robles-Solis opened the public hearing to receive public comment regarding Petition on Esperanza Oxnard Academy K-8 Charter School. Announced that no action would be taken regarding the petition this evening, only public comments would be received.

PUBLIC HEARING
PUBLIC NOTICE ON
ESPERANZA OXNARD
ACADEMY K-8
CHARTER SCHOOL
PETITION

- Jose Salas, introduced the leadership/founding team, then introduced himself as the lead petitioner and executive director of Esperanza Oxnard Academy. Mr. Salas made a brief summary requesting the support of the Esperanza Oxnard Academy K-8 Charter School petition.
- In support of Esperanza Oxnard Academy no request forms to address Board were submitted:
Jim Gilmore
Deborah De Vries
Natalie
Maria A.
Julia Medina
Delia Ayala
Armando Vasquez
Maria Flores

PUBLIC COMMENT

Trustee O’Leary requested a copy of the petition to review. There being no further comments President Robles-Solis closed the public hearing.

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Morrison, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA
(Motion #15-105)

C.1 Accepted the following gifts:

(Acceptance of Gifts)

- From Teachers of the Oxnard Educators Association, to Brekke School Library, a donation of books in honor of Dr. Seuss’s Birthday and Read Across America 2016;
- From Oxnard Fire Department Station #7, to Soria School, a donation of bicycle helmets valued at \$3,600.00, that will be given to students during bike safety assemblies;
- From Teachers of the Oxnard Educators Association, to Soria School Library, a donation of books in honor of Dr. Seuss’s Birthday and Read Across America 2016.

C.2 Approved the following agreements:

(Approval of Agreements)

- Amendment #1 to Agreement #15-16 with American Language Services, to provide an increase in translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings, July 1, 2015 through June 30, 2016; original agreement \$5,000.00, Amendment #1 is for \$10,000.00, total agreement is for \$15,000.00, to be paid with Title I Funds;

- #15-201 with Oxnard Union High School District, Pacifica High School for the purpose of hosting TECA student tutors at the elementary and middle school level during the 2016-2017 and 2017-2018 school years; at no cost to the District;
- #15-202 with Document Tracking Services, to virtually host (web-based system) up to five (5) federal and/or state compliance documents for each school site plus the district office; amount not to exceed \$26,619.00, to be paid with Title I Funds;
- #15-203 with R. M. Pyles Boys Camp, to provide a youth leadership & character development program for selected economically disadvantaged boys 12-14 years of age in the district; at no cost to the District;
- #15-204 with Building Block Entertainment Inc., to conduct two (2) assemblies supporting Ramona School Comprehensive School Safety Plan; amount not to exceed \$795.00, to be paid with School Site Funds – Targeted;
- #15-205 with Elliot Schlang DDS Inc., to provide dental visits to students on school campuses, March 17, 2016 through June 30, 2017; at no cost to the District.

- | | | |
|-----|---|--|
| C.3 | Approved the Oxnard School District’s Cal200 Settlement Agreement. | (Approval of The Oxnard School District’s Cal200 Settlement Agreement) |
| C.4 | Approved 5 (five) or 6 (six) sixth grade Fremont students to participate in an overnight field trip to the Monterrey Bay Aquarium as part of the Ocean Plastic Pollution Summit; departing April 30, 2016 returning May 1, 2016; amount not to exceed \$1,500.00 for travel costs, (mileage and food), to be paid with Discretionary Funds. | (Approval of Overnight Field Trip to Monterey Bay – Fremont Middle School) |
| C.5 | Approved setting the date of April 20, 2016 for a Public Hearing to present the Preliminary Environmental Assessment results for the Lemonwood Elementary School Reconstruction Project. | (Setting of Date for Public Hearing to Present the Results of a Preliminary Environmental Assessment for the Lemonwood Elementary School Reconstruction Project) |
| C.6 | Set the date of Wednesday, April 20, 2016, for a public hearing on the Oxnard School District 2016 School Facilities Needs Analysis Report. | (Setting of Date for Public Hearing – School Facilities Needs Analysis) |
| C.7 | Set the date of Wednesday, April 20, 2016, for a public hearing on the increase of statutory school facilities fees as outlined. | (Setting of Date for Public Hearing – Increase of Statutory School Facilities Fees) |
| C.8 | Approved Purchase Order/Draft Payment Report #15-05, as submitted. | (Purchase Order/Draft Payment Report #15-05) |

- C.9 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)
- Establish:
- A five hour and forty five minute, 183 day Paraeducator III, position number 7493, to be established in the Pupil Services department. This position will be established to provide additional support.

FISCAL IMPACT:
 Cost for Paraeducator III - \$26,754.00 Special Ed

- C.10 Personnel Action: (Personnel Actions)
- The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District. (CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Dale Gordon	Ramona	March 9, 2016
Courtney Hernvall	Substitute Teacher	2015/2016 School Year
Taylor Hernvall	Substitute Teacher	2015/2016 School Year
Branden Navarro	Substitute Teacher	2015/2016 School Year
Jose Pina	Substitute Teacher	2015/2016 School Year

<u>RETIREMENT</u>		
Margaret R. Steketee	Teacher, Grade 1, McKinna	June 18, 2016

<u>DECEASED</u>		
Illayne Kiel	Speech and Language Specialist, Kamala	March 1, 2016

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Bhatia, Pavan	Director of Facilities, Position #7354 Facilities 8.0 hrs./246 days	03/01/2016
De La Hoya, Susy	Paraeducator III, Position #7241 Pupil Services 5.75 hrs./183 days	02/11/2016
Garcia de Ruiz, Claudia	Paraeducator III, Position #7242 Pupil Services 5.75 hrs./183 days	02/16/2016

Kitagawa, Bryan	Paraeducator I, Position #7167 Brekke 4.0 hrs./183 days	02/24/2016
Limon, Giselle	Paraeducator I (B), Position #7280 Haydock 5.0 hrs./183 days	02/16/2016
Montes, Gladys	Paraeducator I, Position #7260 Soria 5.0 hrs./183 days	02/29/2016
Roque, Yosis	Paraeducator III, Position #7341 Pupil Services 5.75 hrs./183 days	02/17/2016
Wilson, Karen	Paraeducator I, Position #7191 Rose Ave. 4.0 hrs./183 days	02/23/2016
<u>Exempt</u>		
Lucas, Yessenia	Campus Assistant	02/09/2016
Nunez, Nicholas	Campus Assistant	02/29/2016
Mendez, Vanessa	Campus Assistant	02/18/2016
<u>Limited Term</u>		
Celedon, Eduardo	Paraeducator	02/04/2016
McCulloch, Ashley	Paraeducator	02/16/2016
<u>Resignation</u>		
Zamarripa, Jovana	Paraeducator II, Position #6519 Pupil Services 5.75 hrs./183 days	03/04/2016
<u>Retirement</u>		
Zambrano, Johnny	Grounds Maintenance Specialist, Position #1036 Facilities 8.0 hrs./246 days	03/03/1980- 03/31/2016

D.1 Mr. Yuri Calderon with Caldwell Flores Winters, Inc. briefly summarized the revisions to Resolution #15-29 in regards to Sections 3 and 6.

Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved and adopted Resolution #15-29 Authorizing The Purchase of Certain Real Property Located at the Corner of Doris Avenue and Patterson Road; Conditioning Future Use of the Property Until CEQA Review is Complete; Initiating and Requesting Annexation of Said Parcel Into The City of Oxnard, Including Review and Approval by The Ventura County Local Agency Formation Commission Consideration of Said Annexation; and, Authorizing the Submission of an application for reimbursement and or funding from The State School Facilities Program through The Office of Public School Construction.

APPROVAL AND ADOPTION OF RESOLUTION #15-29 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT THE CORNER OF DORIS AVENUE AND PATTERSON ROAD AND DIRECTING ACTIONS THAT ARE NECESSARY PREREQUISITES TO ACHIEVE CEQA COMPLIANCE, LAFCO APPROVAL, AND OPSC REIMBURSEMENT (Motion #15-106)

D.2 Mr. Ernesto Flores, President of Caldwell Flores Winters, Inc. and company provided a brief presentation on the overview of the Master Construct Program with the Measure “R” Implementation Program.

APPROVAL OF
MASTER CONSTRUCT
PROGRAM BY
CALDWELL FLORES
WINTERS, INC.
(Motion #15-107)

Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved and adopted the Master Construction Program, as presented.

D.3 Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees awarded Bid #15-01 Ritchen HVAC Chiller Plant Project, and entered into Agreement #15-188 with Bon Air Inc.; amount not to exceed #148,000.00, to be paid with Williams Emergency Reimbursement Funds.

AWARD OF FORMAL
BID #15-01, RITCHEN
HVAC CHILLER
PLANT PROJECT
(Motion #15-108)

D.4 Following discussion, on motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved the Grant Annual Performance Report for Elementary and Secondary School Counseling Grant Evaluation.

APPROVE U.S.
DEPARTMENT OF
EDUCATION, GRANT
ANNUAL
PERFORMANCE
REPORT
(ELEMENTARY &
SECONDARY SCHOOL
COUNSELING GRANT
EVALUATION)
(Motion #15-109)

D.5 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services provided a report of the District’s 2015-2016 Second Interim Report in accordance with Education Code Section 42131 (1240). Ms. Cline thanked Janet Penanhoat, Director of Finance and the Budget & Finance staff for their diligence in keeping the district finances under control.

2015-2016 SECOND
INTERIM REPORT

Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees accepted the 2015-2016 Second Interim Report as presented, and authorized the filing of a Positive Certification with the Ventura County Office of Education.

(Motion #15-110)

Dr. Cesar Morales:

- Stated tonight was an extremely significant board meeting, receiving survey results to cover proposed future investments, the ability to negotiate site acquisition at Doris & Patterson and approval of the Master Construct Program. He commended the Trustees for their insight amidst all of the change in education and increased enrollment the District has not remained idle but continued to look for solutions. Both in academics and overcrowding the district continues to meet the needs of the students, staff, parents and community. He stated every now and then you need to celebrate the accomplishments and continue with the journey.
- Commended the students and parents from Frank Middle School that addressed the Board regarding the honor programs, and reported no final decision had been made regarding the program but the results would meet the needs of the students.

SUPERINTENDENT
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he visited Frank Middle School and meet with the principal Dr. Joyce, toured the campus whose enrollment is 1,240 students and visited the Marine Biology class where students reported they had gone kayaking in the Oxnard Harbor.

Mr. Denis O'Leary:

- Future Consideration: discuss and vote on future policies on class size reduction at each school as proposed in 2012 Measure R, discuss and consider partnership in the Plazas Comunitarias Program with the Mexican Consulate to assist adults in the community, more agenda items supporting teachers and improving academics and achievement, more information on the honor classes and the GATE program, project labor agreements for future projects; and update on possibly increasing the living wage to \$15.00.
- Reported last Saturday he was a judge in the Ventura County Regional Migrant Speech contest which is always an excellent event. He noted that there were no middle school participants but lots of high school students.
- Reported he participated in the CSBA Legislative Action Day in Sacramento on March 15, 2016 and participated in the session with Assembly Members Jacqui Irwin and Das Williams, also spoke with Senator Hannah-Beth Jackson and Senator Ricardo Lara who has placed an item on November's ballot to repeal Prop 227 at www.preparestudents.org. He visited Fiona Ma Chairwoman on the Board of Equalization, District 2.
- Stated he was very proud of his son for speaking during public comment tonight and appreciated what he did.

Mr. Ernest Morrison:

- Reported he participated in the CSBA Legislative Action Day in Sacramento and appreciated the session which were both an education and an opportunity to speak with individuals in the Capitol.
- Stated Assembly Member Jacqui Irwin did request that the district provide information on what has been done with what the district has received from the State.

Mrs. Debra M. Cordes:

- Reported she participated in the CSBA Legislative Action Day in Sacramento which was a new experience and worthy of attending although quite short. She appreciated being able to speak on behalf of School Board Members.
- Reported she started the Masters In Governance Classes and attended two sessions: Student Learning and Achievement and the other was Foundation of Effective Governance. She requested a board retreat in the near future to sit down as a team to set goals and expectations.
- Congratulated the Soria Students, Staff, families and Principal Fox for participating in the meeting and support their program.
- She also commended the Frank Middle School Parents and Students.
- Reported she had missed the first AMAE Cesar Chavez Speech Contest and stated she would attend the one on March 17, 2016 at 5:30 p.m. for upper grade levels.

Mrs. Veronica Robles-Solis:

- Stated as a Soria parent, she sees the time and effort put in by the Teachers, Staff and Administration to support the students. She encourages parents to contact the school administration or district administration if they have a question or problem.

- Reported she saw a picture of Dr. Morales reading and riding a stationary bike in her daughter's classroom and ask him what was going on. Dr. Morales replied that the teacher has taken the initiative to promote a read while you ride program for the students but only had two stationary bikes. Mrs. Robles-Solis reported her employer had several stationary bikes that were going to be donated because the clients were not using them anymore. Mrs. Robles-Solis encouraged everyone to see the positive side of things and be part of the solution in all of the schools in the district.
- Stated she was looking forward to participating in the Color Run 5K at McAuliffe School with Dr. Morales and her daughter Camila.
- She thanked the community for their support with Measure R and also as the district move forward with a new measure.
- Wished everyone a relaxing Spring Break and Happy St. Patrick's Day.

President Robles-Solis stated she would like to conclude each board meeting reading the District's Vision and Mission Statements. Trustee Morrison read them in English and President Robles-Solis read them in Spanish.

District's Vision and Mission Statements

Trustees reconvened to closed session at 9:51 p.m. until approximately 10:50 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

Trustee O'Leary departed at 10:02 p.m.

Departure of Trustee

President Robles-Solis reported the Board deliberated on students matters in closed session and will take action in open session actions:

REPORT ON CLOSED SESSION

- On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 4-0, Trustee O'Leary was not present during the vote; on the matter of Case #15-10 the Board of Trustees approved administrations recommendation.
- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee O'Leary was not present during the vote; on the matter of Case #15-05 the Board of Trustees approved administrations recommendation.

(Motion #15-111)

(Motion #15-112)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 10:55 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 16, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/Lisa Cline

Date of Meeting: 4/20/16

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

Public Hearing and Approval of Resolution #15-32 Adopting the Preliminary Environmental Assessment and Approving the Mitigation Measures for the Lemonwood Elementary School Reconstruction Project (Morales/Cline/CFW)

The California Department of Toxic Substances Control (DTSC) provides oversight of site environmental review where State funds will be used for acquisition or construction of new school sites. As required by the DTSC, a Preliminary Environmental Assessment (PEA) has been prepared for the Lemonwood Elementary School Reconstruction Project. The PEA presents investigation results and conclusions based on a health risk screening evaluation of the Lemonwood school site.

Tests were conducted at accessible areas not currently occupied by buildings or pavement. As the course of construction continues, additional testing may take place pursuant to State requirements.

The PEA report evaluated health risks and soil contamination that can be addressed through mitigation measures to include dust suppression by spraying exposed soil with water, covering soil stockpiles with plastic, ceasing construction activities during periods of high winds, and daily sweeping of site pavement or adjacent roadways. The DTSC has issued a letter concurring with the adequacy of the PEA report and its recommended mitigation measures pending review of public comment.

On March 21, 2016, the District opened a 30-day review period during which the public could provide comments to the PEA. The period closed on April 20, 2016. As part of this agenda item, the Board of Trustees will hold a public hearing to receive and consider any additional comments from the public or interested agencies regarding the PEA. Once the hearing is concluded, the Board of Trustees will consider all comments received and consider approving Resolution #15-32 which adopts the PEA and approves the mitigation measures recommended in the report. A summary of any public comments received and the District's responses to comments will be forwarded to the DTSC.

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees consider any and all comments received, whether written or oral for the Preliminary Environmental Assessment and adopt Resolution No. #15-32 for the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL(S):

- Resolution #15-32 (2 pages)
- Preliminary Environmental Assessment Report dated February 4, 2016 (117 pages)
- Letter from DTSC dated February 22, 2016 (4 pages)

RESOLUTION NO. 15-32

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
ADOPTING THE PRELIMINARY ENVIRONMENTAL ASSESSMENT AND APPROVING
THE MITIGATION MEASURES FOR THE LEMONWOOD ELEMENTARY SCHOOL
RECONSTRUCTION PROJECT**

WHEREAS, the Oxnard School District (“District”) plans to reconstruct aging facilities at the Lemonwood Elementary School site with new school facilities;

WHEREAS, per the requirements of the California Department of Toxic Substances Control (“DTSC”), the District retained ATC Group Services, Inc., to prepare a Preliminary Environmental Assessment (“PEA”) for the Lemonwood school site;

WHEREAS, tests were conducted at accessible areas not currently occupied by buildings or pavement;

WHEREAS, as the course of construction continues, additional testing may take place pursuant to State requirements;

WHEREAS, the PEA report evaluated health risks and soil contamination that can be addressed through recommended mitigation measures to include dust suppression by spraying exposed soil with water, covering soil stockpiles with plastic, ceasing construction activities during periods of high winds, and daily sweeping of site pavement or adjacent roadways;

WHEREAS, the DTSC issued a letter concurring with the adequacy of the PEA report and its recommended mitigation measures pending review of public comment;

WHEREAS, on March 21, 2016, the District opened a 30-day review period during which the public could provide comments to the PEA and a public hearing was held on April 20, 2016;

WHEREAS, the District considered and responded to comments received from the public and other interested agencies regarding the PEA;

NOW, THEREFORE, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) A 30-day public review period for the PEA report and a public hearing has been conducted and all comments received have been considered;
- (3) A summary of any public comments received and the District’s responses to comments will be forwarded to the DTSC; and
- (4) The Board adopts the PEA report for the Lemonwood Elementary School Reconstruction Project and approves the recommended mitigation measures.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this the 20th day of April 2016, by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____
Absences: _____

Board of Trustees:

President Robles-Solis: _____
Clerk Cordes: _____
Trustee Duff: _____
Trustee Morrison: _____
Trustee O'Leary: _____

Veronica Robles-Solis
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on April 20, 2016.

Debra M. Cordes
Clerk of the Board of Trustees
Oxnard School District



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

REVISED PRELIMINARY ENVIRONMENTAL ASSESSMENT REPORT

**LEMONWOOD ELEMENTARY SCHOOL
2200 CARNEGIE COURT
OXNARD CALIFORNIA 93035**

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EXECUTIVE SUMMARY

The property, located at 2200 Carnegie Court in Oxnard California, consists of a rectangular-shaped, 9.87-acre parcel of land, which is currently utilized as a kindergarten through eighth grade school. The Oxnard School District (OSD) is planning to demolish some of the onsite buildings and replace them on the north-central portion of the site, known as the Phase I Construction Area.

The site was previously used for agriculture from at least the 1940's to the 1960's. Agricultural use at the site was discontinued when the Lemonwood area was first developed for residential use in the late 1960's. The school site remained vacant and undeveloped until 1981, when it was developed with the existing school. An abandoned oil well is present at the east side of Lemonwood Park. The well was drilled in 1959 and was operated by several different entities until 1979, when it was idled due to declining production. The well was subsequently abandoned in 1990.

In 2013, Earth Systems Pacific conducted preliminary environmental site assessments at the school site. Shallow soil to five feet below ground surface (bgs) was analyzed for the presence of organochlorine pesticides (OCPs). Results indicated that 10 OCPs were present in onsite soil. Of the detected OCPs, dieldrin poses the greatest risk to site users if the soil is disturbed due to its low Regional Screening Level (RSL). The OCPs 4,4'-DDD, 4,4'-DDE, and 4,4'-DDT were detected at higher concentrations than dieldrin, but are considered to pose less of a risk to human health.

In October 2015, Cardno ATC conducted additional soil sampling in the Phase I Construction Area, and soil vapor, groundwater, and soil sampling near the abandoned oil well east of the site. Soil vapor, groundwater, and soil data collected near the abandoned oil well indicated a lack of contamination in that area. Due to the soil vapor samples collected for hydrogen sulfide and methane analysis being analyzed outside their respective permissible hold times, ATC Group Services (ATC [formerly Cardno ATC]) resampled soil vapor in the same approximate locations on January 18, 2016. The soil vapor samples collected on January 18, 2016 were non-detect for hydrogen sulfide and methane.

Soil samples were collected at 0.5, 2, and 5 feet below ground surface (bgs) in each soil boring in the Phase I Construction Area. Analytical results included detections of 4,4'-DDD, 4,4'-DDE, and 4,4'-DDT, but their respective RSLs were not exceeded. Dieldrin was detected in several of the samples, but only one sample (SB-11 at 2 feet bgs) slightly exceeded the RSL for dieldrin. Title 22 metals analysis performed on a selection of soil samples collected from the Phase I Construction Area at a depth of 0.5 feet bgs found the presence of arsenic at concentrations exceeding the RSL, but within the range of expected concentrations for naturally-occurring arsenic; no other metals were detected at concentrations that exceeded their RSLs.

The cancer risk calculated for each detected contaminant was below the Department of Toxic Substance Control (DTSC)-established risk threshold of 1×10^{-6} . The cumulative risk, calculated by adding the risk factors of the individual chemicals together was calculated to be 1.735×10^{-6} , slightly exceeding the established risk threshold of 1×10^{-6} . Given the primary exposure pathway would be through the ingestion or inhalation of soil to which the contaminants had adsorbed (as opposed to inhalation of volatilized chemicals), ATC recommends dust suppression and mitigation measures as the appropriate approach to address soil contamination during construction activities at the site.

A *Preliminary Environmental Assessment Report*, dated December 7, 2015 had been prepared for the site by Cardno ATC. The DTSC subsequently issued a letter dated December 23, 2015 which included a total of eight comments to be considered and/or incorporated into a revised PEA document for the site. This revised PEA prepared by ATC is intended to address the comments put forth by the DTSC in their December 23, 2015 letter, a copy of which has been included as Appendix A. In a January 22, 2015 email from Ms. Scarlett Zhai at the DTSC, ATC was informed that the revisions proposed to the PEA, as presented in a January 8, 2016 letter from ATC to the DTSC were acceptable.

1.0 SITE DESCRIPTION

The property consists of a rectangular-shaped, 9.87-acre parcel of land, which is currently utilized as an elementary school (Figures 1 and 2). The southern half of the property contains 26 classroom and administration buildings, 17 of which are portable buildings. Several portable metal containers utilized for storage are also located on the southern half of the property. The northern half of the property consists of a parking lot along Carnegie Street, basketball courts, and a large grass playing field. Limited landscaping is located along the exterior of the administration building and elsewhere at the school.

The surrounding area is residential, with Lemonwood Park directly east of the site. San Mateo Place borders the property to the south and Carnegie Street borders the property to the west.

2.0 BACKGROUND

The site was previously used for agriculture from at least the 1940's to the 1960's. Agricultural use at the site was discontinued when the Lemonwood area was first developed for residential use in the late 1960's; the school site remained vacant and undeveloped until 1981, when it was developed with the existing school. An abandoned oil well is present at the east side of Lemonwood Park. The well was drilled in 1959 and was operated by several different entities until 1979, when it was idled due to declining production. The well was subsequently abandoned in 1990.

Two previous site assessments were conducted by Earth Systems Pacific in May and November 2013. Soil was analyzed for total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), OCPs, metals, and asbestos.

Diesel-range and oil-range hydrocarbons (TPHd and TPHo, respectively) were detected in samples from the area west of the former oil well. TPH as gasoline (TPHg), VOCs, PAHs, PCBs, and asbestos were not detected during the sampling event.

Dieldrin has been detected in imported fill soil located on the property at concentrations that may pose an excess cancer risk. The dieldrin-impacted fill soil at the site was stated to be present beneath paved areas and buildings, and therefore, was unlikely to cause exposure until disturbed by renovation activities. The report recommended that the import fill material be better defined to determine if it should be removed prior to beginning the renovation project. The report recommended that additional assessment should be conducted under the oversight of the DTSC School Property Evaluation and Cleanup Division.

2.1 Geology and Hydrogeology

The site is located in the Oxnard Subbasin part of the Santa Clara River Valley Groundwater Basin. The basin is bounded on the north by the Oak Ridge Fault, on the south by the Santa Monica Mountains, on the east by the Pleasant Valley and Las Posas Valley Basins, and on the west by the Pacific Ocean.

The central part of the basin is overlain by Recent Alluvium. Water-bearing sediments are beneath the Recent and Pleistocene soils. Groundwater flow is generally south-southwest (Department of Water Resources, 2003). The site is approximately 40 feet above mean sea level and the land surface slopes gently to the south (USGS, 1996). Groundwater was measured at approximately 10 feet bgs during this investigation.

3.0 APPARENT PROBLEM

Based on the previous site assessments conducted by Earth Systems Pacific, dieldrin-impacted soil was detected under the paved areas and proposed buildings. Dieldrin is present as a non-volatile compound adsorbed to soil, and its route of exposure to receptors is thru ingestion, inhalation and absorption from

dermal contact. Earth Systems Pacific stated that dieldrin should not be a risk for exposure as long the soil remained undisturbed beneath the pavement. However, with the planned renovations there would be a risk of exposure and/or spreading of the impacted soil.

Large areas of the site are scheduled to be disturbed by demolition, grading, and reconstruction. Shallow soils in the proposed construction area are known to contain various OCPs. Earth moving activities can result in the completion of inhalation and dermal exposure pathways. Environmental risk may exist from wind-blown dust, soil carried to different parts of the site by heavy equipment, and adhesion to site worker clothing. A Site Conceptual Model indicating the potential exposure pathways is provided in Appendix B.

4.0 SITE ASSESSMENT ACTIVITIES

In their November 11, 2013 report, Earth Systems Pacific recommended another site assessment to further delineate the impacted fill soil prior to the planned renovations. As proposed in Cardno ATC's *Preliminary Environmental Assessment Workplan – Revised – Phase I Construction*, dated October 9, 2015, Cardno ATC observed the advancement of a total of 17 soil borings, with soil collected at all locations submitted for laboratory analysis. Additionally, one groundwater sample and three soil vapor samples (plus duplicate) were submitted for laboratory analysis. Due to collected soil vapor samples being analyzed for hydrogen sulfide and methane outside of their maximum permissible hold times, ATC observed the advancement of three additional soil vapor borings (at the approximate locations of the previous soil vapor borings) to facilitate the collection of soil vapor samples for hydrogen sulfide and methane analysis. A summary of the work performed by ATC/Cardno ATC is presented below.

4.1 Pre-Field Activities

A Site Health & Safety Plan (HASP) was updated for the proposed activities to establish the personal health and safety procedures of ATC/Cardno ATC employees performing work at this location. The program meets or exceeds the requirements promulgated by the Occupational Safety and Health Administration (OSHA). As part of the HASP, ATC/Cardno ATC personnel are appropriately trained and under a Medical Surveillance Program in accordance with OSHA 40 CFR 1910.120.

Prior to sampling activities, Underground Service Alert (USA) was contacted for the purpose of notifying utility companies with subsurface lines in the site area. No subsurface utilities were present in the area of the borings. A private subsurface utility locator, Pacific Coast Locators, was utilized to attempt to identify underground utilities to be avoided during drilling.

4.2 Soil Vapor Sampling

On October 30, 2015, Cardno ATC observed Optimal Technologies (Optimal) advance soil vapor probes SVE-1 through SVE-3 at the site to five feet bgs. At each sampling location, an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor was attached to the probe and purged prior to sample collection. Vapor samples were obtained in gas-tight syringes using three-way swage-lock valves and tubing which connects the sampling probe and the vacuum pump. New tubing was used at each sampling point to prevent cross contamination

Soil vapor samples were analyzed in an onsite mobile laboratory for VOCs by EPA Test Method 8260B. Soil vapor was also withdrawn and stored in Tedlar® bags. The Tedlar® bags were delivered under chain of custody to Air Technology for analysis of methane and hydrogen sulfide using EPA Methods 8015M and EPA Method 16, respectively.

A replicate analysis (duplicate) was performed to evaluate the reproducibility of the sampling system and instrument. Blanks were run at the beginning of the day and after calibration. The blanks were collected using an ambient air sample. These blanks checked the septum, syringe, GC column, GC detector, and the ambient air. Blank results are provided with the sample results.

A tracer gas (isobutane) was applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points include the top of the sampling probe where the tubing meets the probe connection, and the surface bentonite seals. None of the collected soil vapor samples contained detectable concentrations of isobutane, suggesting ambient air was not introduced into the collected samples.

All sampling equipment was decontaminated between boring and sample locations. Following completion of the sampling activities, each boring was subsequently destroyed in accordance with State Water Resources Control Board regulations.

As mentioned in Section 4.0, three additional temporary soil vapor probes were advanced at the site on January 18, 2016 to collect new soil vapor samples to be analyzed for hydrogen sulfide and methane. The three temporary soil vapor probes were advanced by Optimal at the approximate locations of previous soil vapor probe borings, with all sample collection methodologies matching those utilized for the October 30, 2015 soil vapor sampling activities.

Soil vapor sampling locations are shown on Figure 2.

4.3 Groundwater Sampling

Following the collection of the soil vapor sample from SVE-3 on October 30, 2015, the soil boring was advanced to a depth of ten feet bgs, to permit the collection of a grab groundwater sample. Groundwater was withdrawn and collected in 40-milliliter HCl-preserved volatile organic analysis (VOA) containers. The samples were placed in an ice-filled cooler and delivered under chain of custody to Positive Laboratory Service (Positive) for analysis. The samples were analyzed for VOCs using EPA Test Method 8260B.

4.4 Soil Sampling

On October 26 and 30, 2015, Cardno ATC observed Optimal advance a total of 14 soil borings (SB-1 through SB-14) to further define the extent of OCPs. Seven soil borings (SB-1 through SB-7) were advanced using a hand auger and seven soil borings (SB-8 through SB-14) were advanced using a direct-push rig. The soil boring locations are shown on Figure 2. The soil borings were advanced to a maximum depth of five feet bgs, and soil samples were collected at 0.5, 2, and 5 feet bgs, respectively. Sampling equipment was decontaminated using three stage wash/rinse with Alconox[®] between each interval of sampling. A duplicate soil sample was collected for each day of sampling. The samples were contained in non-preserved glass jars, or stainless steel sleeves using Teflon[®] sheets and plastic caps, labeled, placed in an ice-chilled cooler, and delivered to a certified environmental laboratory (Positive) for analysis. The soil samples were analyzed for TPH using EPA Method 8015B and OCPs using EPA Method 8081A. Five selected samples from a depth of six inches were analyzed for Title 22 Metals using EPA Method 6010B.

Soil samples were also collected from each of the soil vapor borings (SVE-1 through SVE-3) at a depth of five feet bgs. The samples were contained in stainless steel sleeves using Teflon[®] sheets and plastic caps, labeled, placed in an ice-chilled cooler, and delivered to a certified environmental laboratory (Positive) for analysis. The soil samples were analyzed for TPH using EPA Method 8015B.

4.5 Analytical Results

Laboratory analytical results are discussed below and are summarized on Tables 1 through 4. Site plans showing OCP concentrations at 0.5 feet, 2, and 5 feet bgs are presented as Figures 3 through 5. Copies of all laboratory analytical reports are provided in Appendix C.

Soil vapor samples collected from SVE-1 through SVE-3 were non-detect for all analyzed VOCs and for hydrogen sulfide. One sample (SVE-2 DUP [the replicate sample], collected on October 30, 2015) contained a detectable amount of methane, at a concentration of 0.0015% as volume per volume;

however, the methane analysis was performed outside of the maximum permissible hold times. Subsequent soil vapor samples collected from locations SVE-1 through SVE-3 on January 18, 2016 were non-detect for both hydrogen sulfide and methane. Soil vapor analytical data are summarized on Table 1.

One shallow groundwater sample was collected from SVE-3 at a depth of 10 feet bgs and analyzed for the presence of VOCs. No VOCs were detected above laboratory reporting limits in the sample. Groundwater analytical data are summarized on Table 2.

Minor concentrations of TPHd and TPHo were detected in the soil samples. TPHd was detected in 27 samples at concentrations of up to 70.7 mg/kg (SB-8 at two feet bgs). TPHo was detected in six samples at concentrations of up to 480 mg/kg (SB-11 at two feet bgs). The RSLs for TPHd and TPHo were not exceeded. TPHg was not detected in the collected soil samples. Soil analytical data for TPH are summarized on Table 3.

The OCPs 4,4-DDD, 4,4-DDE, 4,4-DDT, and dieldrin were detected in near-surface soil between 0.5 feet bgs and 5 feet bgs in the Phase I construction area. The OCP 4,4-DDD was detected in 22 samples at concentrations of up to 439 µg/kg (SB-8 at 0.5 feet bgs). The OCP 4,4-DDE was detected in 27 samples at concentrations of up to 1,530 µg/kg (SB-12 at two feet bgs). The OCP 4,4-DDT was detected in 28 samples at concentrations of up to 1,360 µg/kg (SB-13 at two feet bgs). The OCP dieldrin was detected in eight samples at concentrations of up to 35.3 µg/kg (SB-11 at two feet bgs). The RSLs for 4,4-DDD, 4,4-DDE, and 4,4-DDT were not exceeded. The RSL for dieldrin is 34 µg/kg, and was exceeded in one soil sample by 1.3 µg/kg. No other VOCs were detected above laboratory reporting limits. Soil analytical data for VOCs are summarized on Table 3.

Five 0.5-foot samples were analyzed for the presence of metals. Concentrations of metals were typical of background levels in California. Arsenic ranged from 2.73 mg/kg to 4.18 mg/kg. Although the RSL of 0.68 mg/kg was exceeded, The DTSC has developed a screening level of 12 mg/kg for arsenic for Southern California (DTSC, 2005). Soil analytical data for analyzed metals are summarized on Table 4.

4.6 Quality Assurance/Quality Control

The samples collected for this PEA investigation between October 26 and 30, 2015 and on January 18, 2016 were submitted to the following laboratories for analysis:

- Optimal Technology, Thousand Oaks, California
- Positive Laboratory Service, Los Angeles, California
- Air Technology Laboratory, City of Industry, California (Methane and Hydrogen Sulfide samples)

The field data and analytical data were reviewed to attempt to ensure that the field measurements and quality control analyses were properly performed and documented. The field data sheets and chain of custodies were reviewed for completeness and accuracy. As previously discussed, the soil vapor samples collected on October 30, 2015 for hydrogen sulfide and methane analysis were analyzed outside of their maximum permissible hold times. Subsequent soil vapor samples collected from the same approximate locations on January 18, 2016 were analyzed for hydrogen sulfide and methane within their maximum permissible hold times.

In accordance with regulatory guidelines, 10% of field samples collected for OCPs were submitted for analysis as duplicates. The percentage difference between samples and duplicates was within acceptable ranges. Travel blanks and equipment blanks were utilized and were within acceptable laboratory limits. Any discrepancies between sample labeling and chain of custodies encountered were addressed.

Surrogate recoveries were within the acceptance criteria and all sample batches were within the acceptable range for matrix spike and/or matrix spike duplicate results in the laboratory. Any discrepancies were discussed and addressed by the laboratory. Proper sampling, chain-of-custody, and cooling protocols were conducted throughout the investigation.

Based on the quality assurance/quality control analysis, the results are consistent with proper field and laboratory results observed in similar field conditions.

All laboratory analytical reports, including QA/QC analysis, can be found in Appendix C.

4.7 Preliminary Screening Evaluation

As recommended by the DTSC, the 95% upper confidence limit of each contaminant's mean detection concentration should be used as the exposure point concentration (EPC). The potential cancer risk was determined using the following equation:

$$\frac{\text{EPC}}{\text{RSL}} \times 10^{-6} = \text{Cancer Risk}$$

Where RSL = Regional Screening Level

The cancer risk for the individual chemicals or compounds TPHd, TPHo, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, and dieldrin are all below the DTSC established risk threshold of 1×10^{-6} . The cumulative risk, calculated by adding the risk factors of the individual chemicals together was calculated to be 1.735×10^{-6} , which slightly exceeds the established risk threshold of 1×10^{-6} . Risk calculations are shown on Table 5.

4.8 Proposed Risk Mitigation Measures

Based on ATC's understanding of historical site activities, combined with observed soil data, OCPs are widespread in fill material across the site, with no defined "hot spot" of contamination. Given that the calculated cancer risk for each individual contaminant constituent is below the established risk threshold of 1×10^{-6} , that the cumulative risk for all detected contaminants only slightly exceeds the established risk threshold of 1×10^{-6} , the lack of "hot spot" contamination, and the primary potential exposure route being the ingestion or inhalation of contamination adsorbed to soil, ATC concludes soil removal activities at the site are not necessary.

Instead, ATC recommends dust suppression and mitigation measures be implemented during any grading activities or other invasive construction-related work. Such dust suppression and mitigation measures include periodically spraying exposed soils with water, covering any soil stockpiles with tarps or other appropriate covers, ceasing grading activities (and if necessary, wetting exposed soils) during periods of high winds, and daily sweeping of site pavement or adjacent roadways when dirt is observed to be accumulating in these locations.

5.0 CONCLUSIONS

Under direction of DTSC, shallow soil vapor, groundwater, and soil vapor samples were collected near and within the area of the proposed Phase I Construction area and submitted for laboratory analysis. Soil vapor samples were collected from borings SVE-1 through SVE-3 at five feet bgs near the eastern border of the site, while one groundwater sample was collected from SVE-3 at a depth of 10 feet bgs. No VOCs were detected in any of the collected soil vapor or groundwater samples. Aside from one trace detection of methane (in a sample analyzed outside of the maximum permissible hold time), hydrogen sulfide and methane were not detected in any of the collected soil vapor samples.

A total of 14 soil borings (SB-1 through SB-14) were advanced to five feet bgs and sampled for OCPs and TPH at 0.5, 2, and 5 feet bgs; a select number of samples collected at 0.5 feet bgs were also analyzed for

Title 22 metals. The OCP 4,4-DDD was detected in 12 borings, 4,4-DDE and 4,4-DDT were detected in all 14 borings, and dieldrin was detected in six borings. No other OCPs were detected above laboratory reporting limits. Low concentrations of TPHd were detected in all 14 borings, while low concentrations of TPHo were detected in five borings. While arsenic was detected at concentrations exceeding the RSL, the observed concentrations are indicative of naturally occurring arsenic. Dieldrin was the only analyte detected in any sample at a concentration exceeding its respective RSL; specifically, dieldrin was detected at a maximum concentration of 35.3 µg/kg in SB-11 (the RSL being 34 µg/kg).

Utilizing the DTSC-recommended approach of calculating the 95% upper confidence limit of the mean concentration of each detected contaminant, ATC calculated the cancer risk for each detected contaminant. The cancer risk calculated for each detected contaminant was below the DTSC established risk threshold of 1×10^{-6} . The cumulative risk, calculated by adding the risk factors of the individual chemicals together was calculated to be 1.735×10^{-6} , slightly exceeding the established risk threshold of 1×10^{-6} .

6.0 RECOMMENDATIONS

Given the cancer risks calculated for each detected contaminant was below the established risk threshold of 1×10^{-6} , that the cumulative cancer risk calculated for all detected contaminants (1.735×10^{-6}) slightly exceeding the established risk threshold of 1×10^{-6} , and the primary exposure pathway being through the ingestion or inhalation of soil to which the contaminants had adsorbed (as opposed to inhalation of volatilized chemicals), ATC recommends dust suppression and mitigation measures as an appropriate approach to address soil contamination during construction activities at the site.

More specifically, ATC recommends dust control and mitigation measures be implemented when grading soil or performing similarly invasive construction activities on the western portion of the Phase I Construction Area (areas west of soil borings SB-4 and SB-5). It is ATC's opinion that observed contaminant concentrations do not warrant removal and off-site disposal. Accordingly, ATC recommends the DTSC issue a No Further Action letter for the site.

7.0 PUBLIC PARTICIPATION PROCESS

The OSD has elected to make this revised PEA available for public review and comment pending DTSC concurrence regarding the adequacy of the document, as allowed in California Education Code § 17213.1, subd. (a)(6)(B).

The OSD will make this document available to the public on the same basis and at the same time it makes available a draft environmental impact report (EIR) or negative declaration pursuant to the California Environmental Quality Act for the site. If the draft EIR or negative declaration are not going to be made available within 90 days of DTSC concurrence, then within 60 days of DTSC concurrence, the OSD will publish a notice of the availability of the revised PEA for public review in a local newspaper. Additionally, the OSD will hold a public hearing on the revised PEA and the draft EIR or negative declaration at the same time. All public comments pertaining to the revised PEA will be forwarded to the DTSC once received.

8.0 LIMITATIONS

The conclusions presented in this document are based on ATC's observations of existing site conditions, interpretation of site history, site usage information collected during the study, and the professional judgment of ATC. Conclusions should not be relied upon to precisely represent conditions at any other time. Facts, conditions, and acceptable risk factors may change with time and this report should be utilized within this context. Findings based on the usage of data provided by others carry no warranty, expressed or implied. Conclusions about the site conditions under no circumstances comprise a warranty that conditions in all areas within the site (and beneath structures) are of the same quality that ATC has inferred from observable site conditions and readily available site history. ATC makes no warranty, either

expressed or implied, as to its findings, opinions, recommendations, specifications, or professional advice, except that they were formulated after being prepared in accordance with generally accepted standards of care and diligence normally practiced by recognized consulting firms performing services of similar nature.

9.0 REFERENCES

California Environmental Protection Agency, Department of Toxic Substance Control, *Preliminary Endangerment Assessment Guidance Manual*, January 1994.

Department of Water Resources, *California's Groundwater: Bulletin 118 – Update 2003*, 2003.

Earth Systems Pacific, 2011, *Results of Soil Analysis and Initial Site Screening Evaluation, Lemonwood Elementary School, 2200 Carnegie Court, Oxnard, California*, dated May 8.

Earth Systems Pacific, 2013, *Results of Initial Subsurface Assessment, Lemonwood Elementary School, 2200 Carnegie Court, Oxnard, California*, dated October 13.

Environmental Protection Agency, Region 9, June 2015, Regional Screening Level Summary Table.

TABLES

Table 1
Laboratory Summary - Soil Vapor Analytical Data

Lemonwood Elementary School
 2200 Carnegie Court
 Oxnard, California

Sample ID	Sample Date	Sample Depth (feet bgs)	VOCs (µg/L)	Methane (%v/v)	Hydrogen Sulfide (ppmv)
SVE-1	10/30/2015	5	ND	<0.0010*	<0.020*
SVE-1	1/18/2016	5	--	<0.0010	<0.20
SVE-1 DUP	1/18/2016	5	--	<0.0010	<0.20
SVE-2	10/30/2015	5	ND	<0.0010*	<0.20*
SVE-2 DUP	10/30/2015	5	ND	0.0015*	<0.20*
SVE-2	1/18/2016	5	--	<0.0010	<0.20
SVE-3	10/30/2015	5	ND	<0.0010*	<0.20*
SVE-3	1/18/2016	5	--	<0.0010	<0.20

Explanations:

VOCs = Volatile organic compounds

bgs = Below ground surface

µg/L = Micrograms per liter

%v/v = Percent as volume per volume

ppmv = Parts per million by volume

ND = Not detected at concentrations exceeding laboratory reporting limits presented in the associated laboratory report included in Appendix C.

< = Not detected at concentration exceeding stated laboratory reporting limit

* = Sample analyzed outside of maximum permissible hold time.

-- = Sample not analyzed for listed constituents.

VOC analysis by EPA Method 8260B

Methane analysis by EPA Method 8015M

Hydrogen sulfide analysis by EPA Method 15/16

Table 2
Laboratory Summary - Groundwater Analytical Data

Lemonwood Elementary School
2200 Carnegie Court
Oxnard, California

Sample ID	Sample Date	VOCs (ug/L)
SVE-3	10/30/2015	ND

Explanations:

VOCs = Volatile organic compounds

ug/L = Micrograms per liter

ND = Not detected at concentrations exceeding laboratory reporting limits
presented in associated laboratory report included in Appendix C.

VOC analysis by EPA Method 8260B

**Table 3
Laboratory Summary - Soil Analytical Data**

Lemonwood Elementary School
2200 Carnegie Court
Oxnard, California

Sample Location	Sample Depth (feet)	Date Sampled	TPHg (mg/kg)	TPHd (mg/kg)	TPHo (mg/kg)	4,4'-DDD (ug/kg)	4,4'-DDE (ug/kg)	4,4'-DDT (ug/kg)	Dieldrin* (ug/kg)
Regional Screening Levels: Residential Land Use (TR of 1x10⁻⁶ and THQ of 1.0)									
			110	110	2500	2300	2000	1900	34
SB-1	0.5	10/26/2015	<0.50	2.70	<100	<8.0	203	80.1	<8.0
	2	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
	5	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SB-2	0.5	10/26/2015	<0.50	4.41	<100	62.2	512	171	<8.0
	2	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
	5	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SB-3	0.5	10/26/2015	<0.50	2.79	<100	<40.0	489	112	<8.0
	2	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
	5	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SB-4	0.5	10/26/2015	<0.50	3.08	<100	74.0	634	179	<8.0
	2	10/26/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
	5	10/30/2015	<0.50	<2.5	<100	9.69	107	41.6	<8.0
SB-5	0.5	10/26/2015	<0.50	3.74	<100	22.6	288	157	<8.0
	2	10/26/2015	<0.50	<2.5	<100	<8.0	268	191	<8.0
	5	10/30/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SB-6	0.5	10/26/2015	<0.50	5.28	<100	24.7	212	127	<8.0
	2	10/26/2015	<0.50	5.37	<100	126	904	1140	<8.0
	5	10/30/2015	<0.50	2.78	<100	9.34	81.7	57.1	<8.0
SB-7	0.5	10/26/2015	<0.50	7.53	<100	11.3	211	145	<8.0
	0.5 (DUP)	10/26/2015	<0.50	7.14	<100	13.2	234	145	<8.0
	2	10/26/2015	<0.50	3.55	<100	25.8	320	272	<8.0
	5	10/30/2015	<0.50	<2.5	<100	<8.0	35.1	15.8	<8.0
SB-8	0.5	10/30/2015	<0.50	2.82	<100	439	361	8.77	<8.0
	2	10/30/2015	<0.50	70.7	<100	74.8	431	241	8.50
	5	10/30/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SB-9	0.5	10/30/2015	<0.50	5.15	108	<8.0	<16.0	8.55	<8.0
	2	10/30/2015	<0.50	6.75	<100	108	855	309	<8.0
	5	10/30/2015	<0.50	<2.5	<100	<8.0	33.7	16.8	<8.0
SB-10	0.5	10/30/2015	<0.50	2.95	<100	<8.0	<16.0	<8.0	<8.0
	2	10/30/2015	<0.50	13.6	115	71.7	411	112	8.24
	5	10/30/2015	<0.50	<2.5	<100	15.9	69.9	24.0	<8.0
SB-11	0.5	10/30/2015	<0.50	9.41	<100	64.5	568	276	12.6
	2	10/30/2015	<0.50	70.0	480	86.5	1180	985	35.3
	5	10/30/2015	<0.50	21.9	196	<8.0	<16.0	<8.0	<8.0
SB-12	0.5	10/30/2015	<0.50	14.4	111	379	763	61.5	9.21
	2	10/30/2015	<0.50	36.1	285	122	1530	1260	32.6
	5	10/30/2015	<0.50	2.72	<100	<8.0	<16.0	<8.0	<8.0

**Table 3
Laboratory Summary - Soil Analytical Data**

Lemonwood Elementary School
2200 Carnegie Court
Oxnard, California

Sample Location	Sample Depth (feet)	Date Sampled	TPHg (mg/kg)	TPHd (mg/kg)	TPHo (mg/kg)	4,4'-DDD (ug/kg)	4,4'-DDE (ug/kg)	4,4'-DDT (ug/kg)	Dieldrin* (ug/kg)
Regional Screening Levels: Residential Land Use (TR of 1x10⁻⁶ and THQ of 1.0)									
			110	110	2500	2300	2000	1900	34
SB-13	0.5	10/30/2015	<0.50	3.87	<100	375	989	46.4	<8.0
	2	10/30/2015	<0.50	3.44	<100	185	1490	1360	31.1
	5	10/30/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SB-14	0.5	10/30/2015	<0.50	36.5	328	12.5	132	116	<8.0
	0.5 (DUP)	10/30/2015	<0.50	26.8	238	11.5	133	67.7	<8.0
	2	10/30/2015	<0.50	11.9	123	37.6	987	628	20.7
	5	10/30/2015	<0.50	<2.5	<100	<8.0	<16.0	<8.0	<8.0
SVE-1	5	10/30/2015	<0.50	<2.5	<100	NA	NA	NA	NA
SVE-2	5	10/30/2015	<0.50	<2.5	<100	NA	NA	NA	NA
SVE-3	5	10/30/2015	<0.50	3.48	<100	NA	NA	NA	NA

Explanations:

TPHg = Total petroleum hydrocarbons as gasoline

TPHd = Total petroleum hydrocarbons as diesel

TPHo = Total petroleum hydrocarbons as oil

* = Samples were analyzed for organochlorine pesticides; except as noted (4,4'-DDE, 4,4'-DDE, 4,4'-DDT, and dieldrin) none were detected at concentrations exceeding their respective laboratory reporting limits

mg/kg = Milligrams per kilogram

ug/kg = Micrograms per kilogram

TR = Target cancer risk

THQ = Total hazard quotient

< = Not detected at concentration exceeding stated laboratory reporting limit

**Table 4
Laboratory Summary - Soil Analytical Data: Metals**

Lemonwood Elementary School
2200 Carnegie Court
Oxnard, California

Sample			Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc	Mercury
Sample Location	Depth (feet)	Date Sampled	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Regional Screening Levels: Residential Land Use (TR of 1x10⁻⁶ and THQ of 1.0)																			
			31	12 ^a	15000	160	71	120000	23	3100	80 ^b	390	1500	390	390	0.78	390	23000	9.4
DTSC Screening Levels: Residential Land Use (lowest-listed concentration shown)																			
			--	0.067 ^c	--	15	5.2	--	--	--	--	--	--	--	--	--	210	--	0.89
SB-1	0.5	10/26/2015	<2.5	3.98	104	<1.00	<1.00	12.3	5.53	14.0	7.49	1.76	13.4	<1.00	<1.00	<1.00	24.2	42.7	<0.100
SB-4	0.5	10/26/2015	<2.5	4.63	97.1	<1.00	<1.00	13.5	5.57	15.3	13.5	1.56	20.0	<1.00	<1.00	<1.00	24.7	58.4	<0.100
SB-7	0.5	10/26/2015	<2.5	3.41	50.3	<1.00	<1.00	11.2	4.08	12.5	14.5	1.04	10.5	<1.00	<1.00	<1.00	24.9	53.4	<0.100
	0.5 (DUP)	10/26/2015	<2.5	3.76	54.4	<1.00	<1.00	13.0	4.56	13.4	14.2	1.03	10.3	<1.00	<1.00	<1.00	28.4	55.6	<0.100
SB-9	0.5	10/30/2015	<2.5	2.73	126	<1.00	<1.00	14.7	3.40	8.25	4.51	<1.00	11.9	1.01	<1.00	<1.00	19.2	25.9	<0.100
SB-11	0.5	10/30/2015	<2.5	4.18	89.0	<1.00	<1.00	16.3	5.44	15.3	11.1	1.59	14.9	<1.00	<1.00	<1.00	24.8	59.3	<0.100

Explanations:

mg/kg = Milligrams per kilogram

TR = Target cancer risk

THQ = Total hazard quotient

DTSC Screening levels referenced from Human Health Risk Assessment Note 3 (October 2015), Table 1.

a = The Regional Screening Level for arsenic is 0.68 mg/kg; the consensus background for arsenic in the Southern California region is 12 mg/kg.

b = The Regional Screening Level for lead is 400 mg/kg; the DTSC's lead screening level for unrestricted land use is 80 mg/kg.

c = The DTSC Screening Level is for inorganic arsenic; arsenic at the site is believed to be naturally occurring.

-- = No established value

< = Not detected at concentration exceeding stated laboratory reporting limit

All samples analyzed utilizing EPA Method 6010B, except for mercury, which was analyzed by EPA Method 7471A

**Table 5
Risk Calculations**

Lemonwood Elementary School
2200 Carnegie Court
Oxnard, California

Contaminant	Average Concentration (mg/kg)	Standard Deviation	Margin of Error	95% Upper Confidence Limit - EPC (mg/kg)	RSL	Calculated Cancer Risk
TPHd	13.48	18.38	6.69	20.17	110	1.834E-07
TPHo	220.44	127.11	83.04	303.49	2500	1.214E-07
4,4-DDD	0.0984	0.1246	0.0499	0.1483	2.3	6.447E-08
4,4-DDE	0.4977	0.4254	0.1548	0.6525	2.0	3.263E-07
4,4-DDT	0.2785	0.3860	0.1381	0.4166	1.9	2.193E-07
Dieldrin	0.0198	0.0117	0.0081	0.0279	0.034	8.203E-07
Cumulative Risk:						1.735E-06

Notes:

mg/kg = Milligrams per kilogram

EPC = Exposure point concentration; shown as milligrams per kilogram

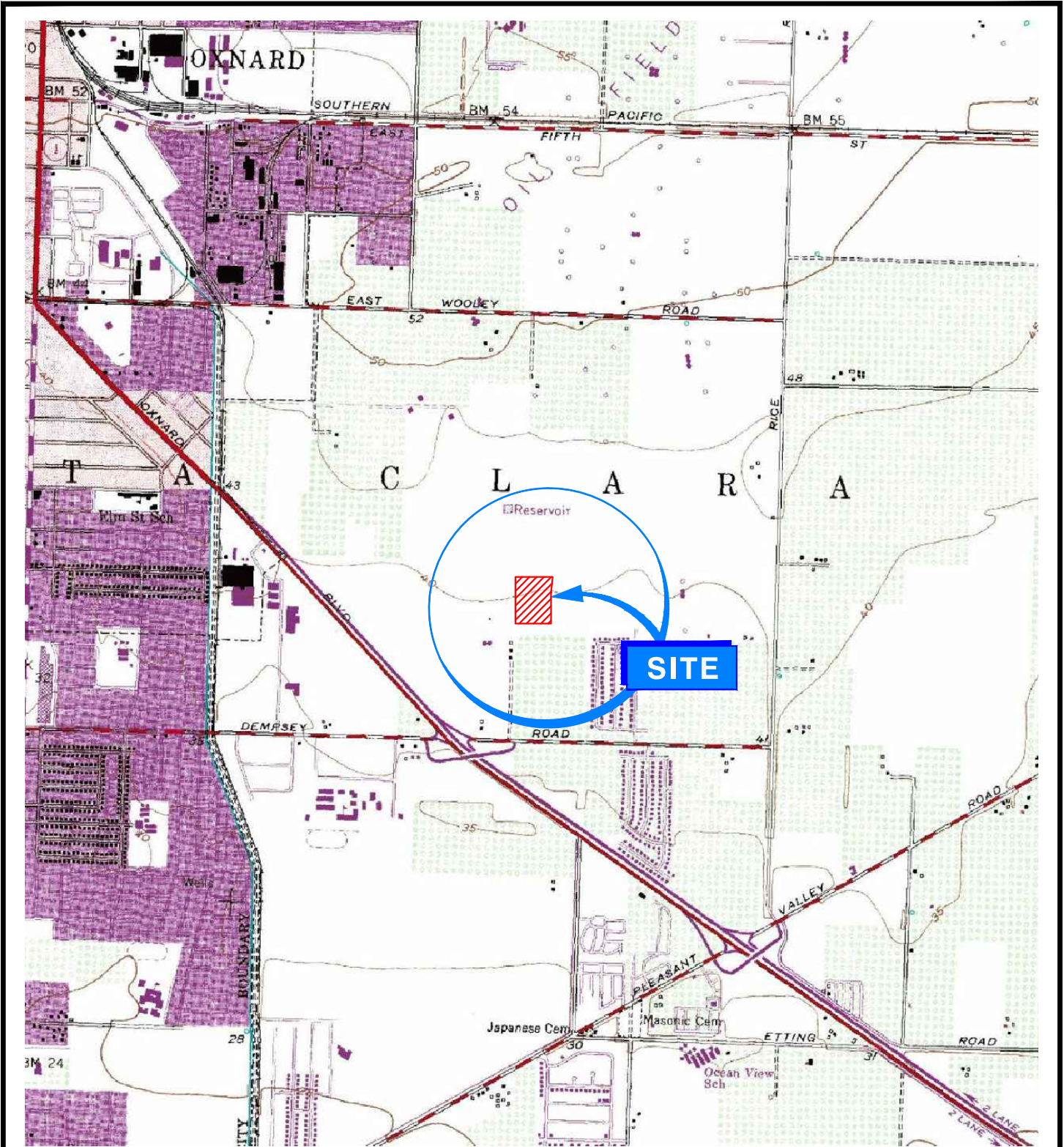
RSL = Regional Screening Level (residential land use); shown as milligrams per kilogram

TPHd = Total petroleum hydrocarbons as diesel

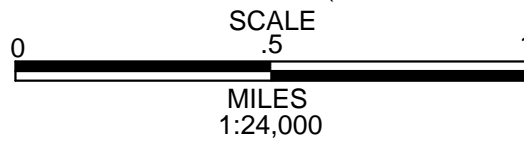
TPHo = Total petroleum hydrocarbons as oil

The 95% upper confidence limit of the mean detected contaminant concentration was utilized as the EPC.

FIGURES



OXNARD, CALIFORNIA QUADRANGLE (PROVISIONAL EDITION 1967)



SITE VICINITY MAP
LEMONWOOD SCHOOL
 2200 CARNEGIE COURT
 OXNARD, CALIFORNIA

PROJECT NUMBER: Z052000044	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	1

ATC 25 Cupania Circle
 Monterey Park, CA 91755
 ENVIRONMENTAL • GEOTECHNICAL
 BUILDING SCIENCES • MATERIALS TESTING Ph: (323) 517-9780 *** Fax: (323) 517-9781

CARNEGIE COURT

SAN MATEO PLACE

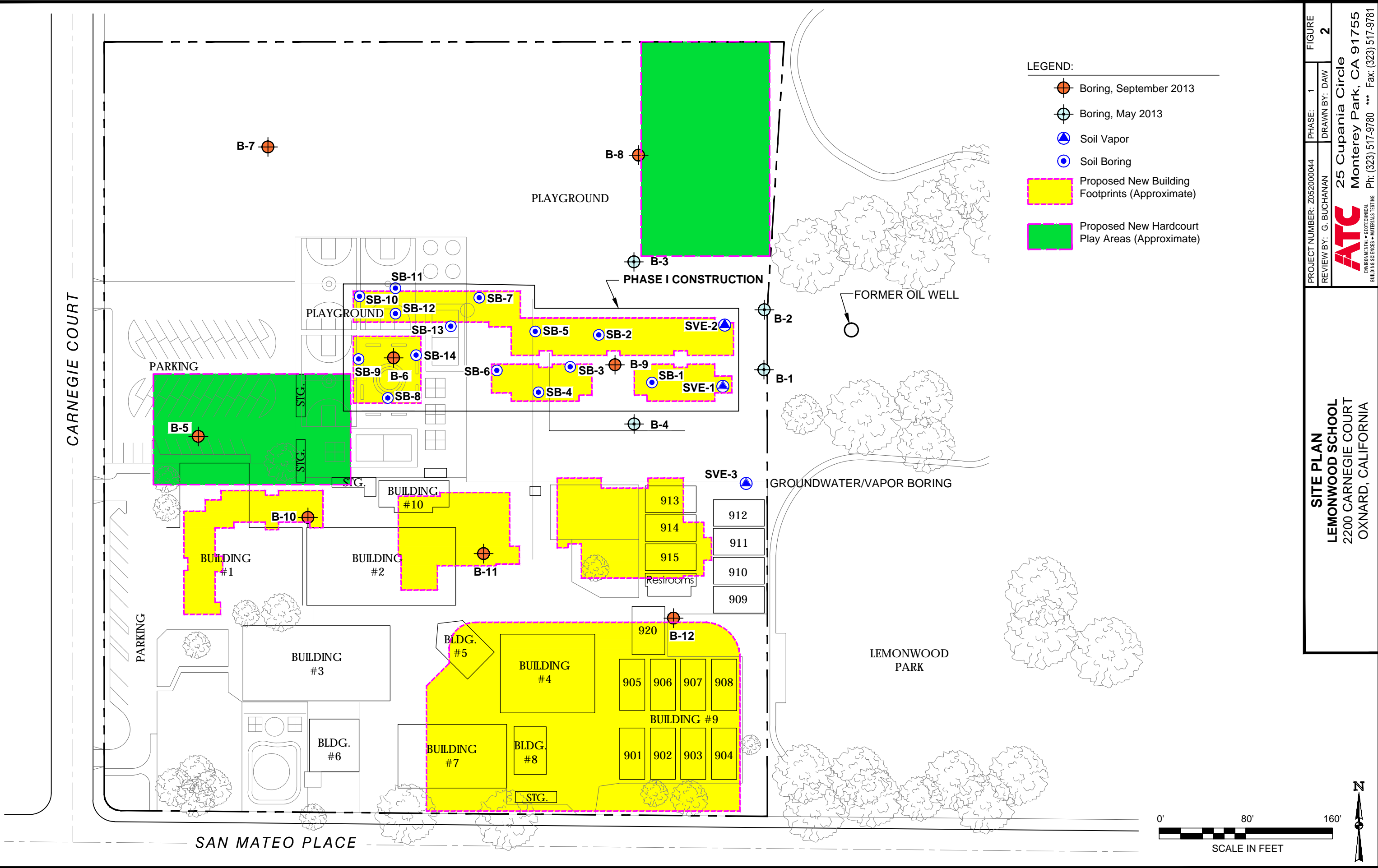
LEGEND:

-  Boring, September 2013
-  Boring, May 2013
-  Soil Vapor
-  Soil Boring
-  Proposed New Building Footprints (Approximate)
-  Proposed New Hardcourt Play Areas (Approximate)

PROJECT NUMBER: Z052000044
 REVIEW BY: G. BUCHANAN
 ATC ENVIRONMENTAL • GEOTECHNICAL • MATERIALS TESTING
 25 Cupania Circle
 Monterey Park, CA 91755
 Ph: (323) 517-9780 *** Fax: (323) 517-9781

PHASE: 1
 DRAWN BY: DAW
 FIGURE 2

SITE PLAN
 LEMONWOOD SCHOOL
 2200 CARNEGIE COURT
 OXNARD, CALIFORNIA



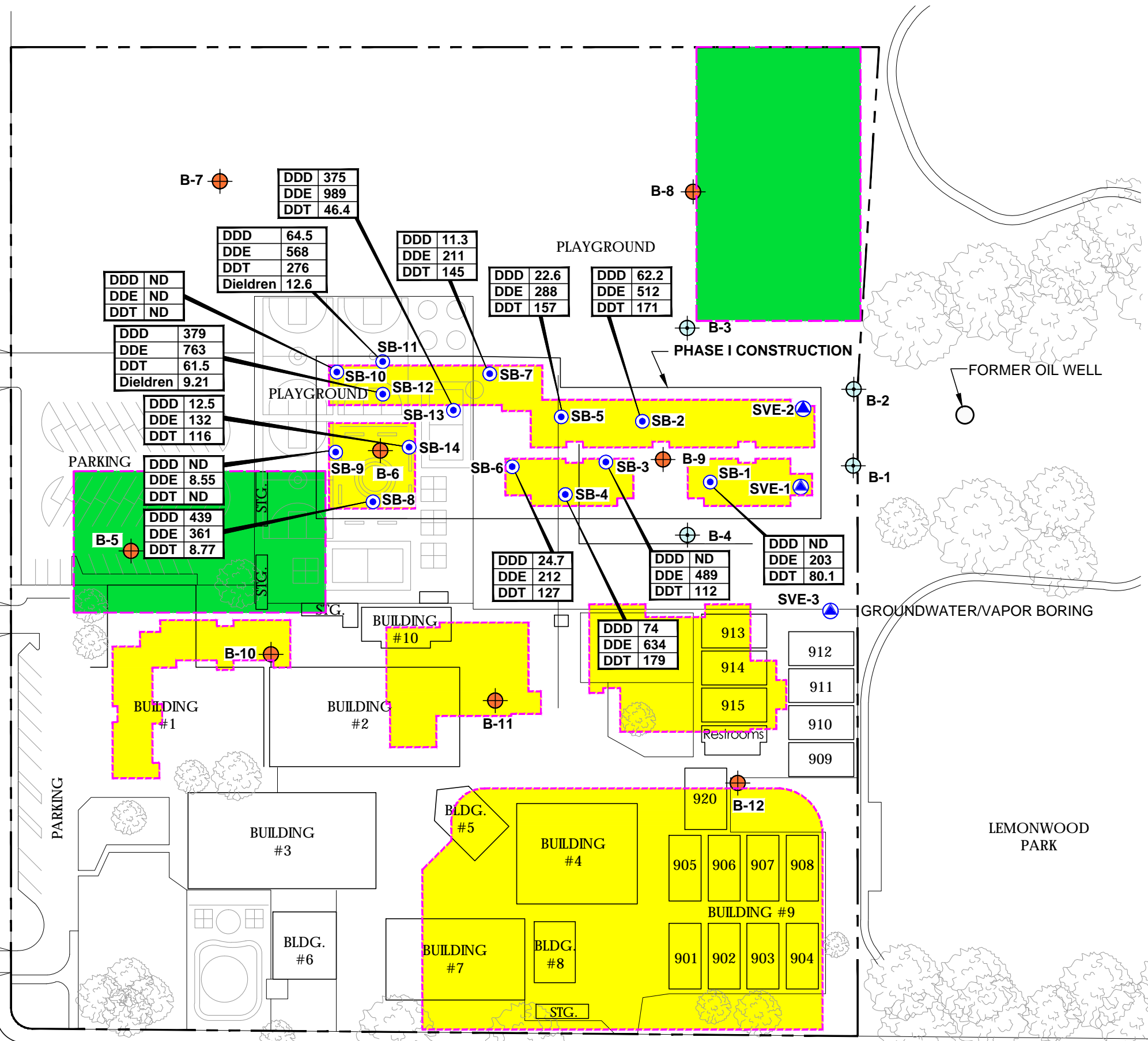
CARNEGIE COURT

SAN MATEO PLACE

- LEGEND:**
- Boring, September 2013
 - Boring, May 2013
 - Soil Vapor
 - Soil Boring
 - OCP Organic Chloride Pesticides
 - BGS Below Ground Surface
 - ND Not Detected
 - µg/kg Micrograms per kilogram
 - DEHHA Screening Levels - Residential
 - DDD 2.3 mg/kg 2300 µg/kg
 - DDE 1.6 mg/kg 1600 µg/kg
 - DDT 1.6 mg/kg 1600 µg/kg
 - Dieldren 34 µg/kg
 - Proposed New Building Footprints (Approximate)
 - Proposed New Hardcourt Play Areas (Approximate)

SITE PLAN WITH OCP 0.5 FEET BGS
LEMONWOOD SCHOOL
 2200 CARNEGIE COURT
 OXNARD, CALIFORNIA

PROJECT NUMBER: Z052000044
 REVIEW BY: G. BUCHANAN
 PHASE: 1
 DRAWN BY: DAW
 FIGURE 3
ATC
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 Monterey Park, CA 91755
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CARNEGIE COURT

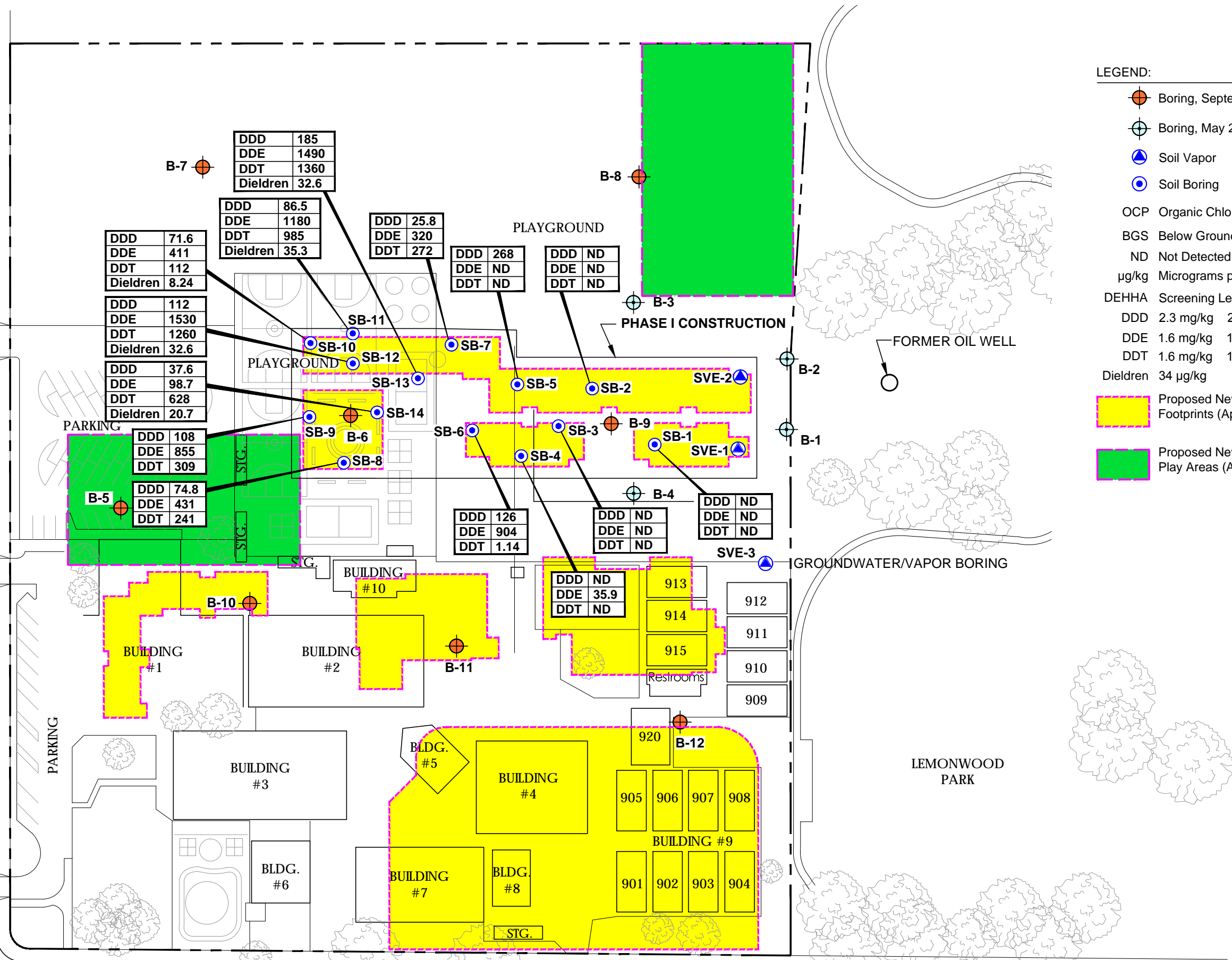
SAN MATEO PLACE

LEGEND:

- Boring, September 2013
- Boring, May 2013
- Soil Vapor
- Soil Boring
- OCP Organic Chloride Pesticides
- BGS Below Ground Surface
- ND Not Detected
- µg/kg Micrograms per kilogram
- DEHHA Screening Levels - Residential
 - DDD 2.3 mg/kg 2300 µg/kg
 - DDE 1.6 mg/kg 1600 µg/kg
 - DDT 1.6 mg/kg 1600 µg/kg
 - Dieldren 34 µg/kg
- Proposed New Building Footprints (Approximate)
- Proposed New Hardcourt Play Areas (Approximate)

SITE PLAN WITH OCP 2 FEET BGS
LEMONWOOD SCHOOL
 2200 CARNEGIE COURT
 OXNARD, CALIFORNIA

PROJECT NUMBER: Z052000044
 REVIEW BY: G. BUCHANAN
 PHASE: 1
 DRAWN BY: DAW
 FIGURE 4
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 Monterey Park, CA 91755
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CARNEGIE COURT

SAN MATEO PLACE

LEGEND:

- Boring, September 2013
- Boring, May 2013
- Soil Vapor
- Soil Boring
- OCP Organic Chloride Pesticides
- BGS Below Ground Surface
- ND Not Detected
- µg/kg Micrograms per kilogram
- DEHHA Screening Levels - Residential
 - DDD 2.3 mg/kg 2300 µg/kg
 - DDE 1.6 mg/kg 1600 µg/kg
 - DDT 1.6 mg/kg 1600 µg/kg
- Dieldren 34 µg/kg
- Proposed New Building Footprints (Approximate)
- Proposed New Hardcourt Play Areas (Approximate)

SITE PLAN WITH OCP 5 FEET BGS
LEMONWOOD SCHOOL
 2200 CARNEGIE COURT
 OXNARD, CALIFORNIA

PROJECT NUMBER: Z052000044
 REVIEW BY: G. BUCHANAN
 PHASE: 1
 DRAWN BY: DAW
 FIGURE 5
ATC
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 Ph: (323) 517-9780 *** Fax: (323) 517-9781



APPENDIX A

DTSC LETTER DATED DECEMBER 23, 2015



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630



Edmund G. Brown Jr.
Governor

December 23, 2015

Mr. Greg Grant
Program Manager
CFW, Inc.
1901 South Victoria Avenue, No. 106
Oxnard, California 93035

REVIEW OF PRELIMINARY ENVIRONMENTAL ASSESSMENT – PHASE I
CONSTRUCTION, RECONSTRUCTION PROJECT – LEMONWOOD ELEMENTARY
SCHOOL, 2200 CARNEGIE COURT, OXNARD, CALIFORNIA 93035 (SITE CODE:
304657)

Dear Mr. Grant:

The Department of Toxic Substances Control (DTSC) reviewed the Preliminary Environmental Assessment Report (PEA) prepared by Cardno ATC on behalf of the Oxnard School District (District), dated December 7, 2015 and received on December 8, 2015. The PEA presents investigation results and conclusions based on a health risk screening evaluation at the Lemonwood Elementary School site (Site).

According to the PEA, the approximately 9.87-acre Site is located on the northeastern corner of the intersection of Carnegie Street and San Mateo Place, Oxnard. According to the Phase I ESA, the Site was used for agriculture from 1904 to 1980. The Lemonwood ES has occupied the Site since 1980. The surrounding areas were used for agriculture from 1904 to 1960, for agriculture, residents, and public park from 1960 to 1980, and for residents and public park from 1981 to present, respectively. Currently, the District is planning to expand and renovate the Site by two phases, the Phase I and Phase II Construction Areas.

Previous site investigations indicate that the Site is impacted by organochlorine pesticides (OCPs) and metals. In addition, diesel and oil range hydrocarbons were detected in several shallow soil samples near a former oil well located at the adjacent public park east of the Site. To further delineate the impact from previous activities, the Site was investigated for volatile organic carbons (VOCs), methane, hydrogen sulfide, total petroleum hydrocarbons (TPHs), OCPs, and metals. The PEA indicated that OCPs at elevated concentrations are present in the western portion of the Phase I Construction Area between ground surface and approximately three feet below ground

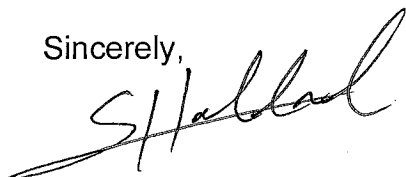
Mr. Greg Grant
December 23, 2015
Page 2

surface. The PEA Report concludes that a response action is required for the site.

Based on its review, DTSC identified discrepancies in the PEA that require clarification or modification. The enclosed comments identified discrepancies. Please submit a table with responses to the enclosed comments January 10, 2016. The table should restate each comment and provide the associated response.

If you have any questions regarding this project, please contact Xihong Scarlett Zhai, Project Manager, at (714) 484-5373 or by e-mail at xihong.zhai@dtsc.ca.gov, or contact me at (714) 484-5368 or by e-mail at Shahir.Haddad@dtsc.ca.gov.

Sincerely,



Shahir Haddad, P.E.
Supervising Engineer
Schools Evaluation and Brownfield Cleanup Branch
Brownfields and Environmental Restoration Program

ka/xsz/sh

Enclosure

cc: (via e-mail)

Mr. Jim Madden, P.G.
Program Manager
Cardno ATC
Jim.madden@cardno.com

Mr. Greg Buchanan, P.G.
Senior Project Manager
Cardno ATC
Greg.Buchanan@cardno.com

Mr. Shahir Haddad
Supervising Engineer
DTSC Schools Evaluation and Brownfields Cleanup Branch – Cypress
Shahir.Haddad@dtsc.ca.gov

Mr. Patrick Kerzic
Staff Toxicologist
DTSC Human and Ecological Risk Office – Cypress
Patrick.Kerzic@dtsc.ca.gov

Mr. Greg Grant
December 23, 2015
Page 3

cc: Mr. Joe Hwong
Senior Geologist
DTSC Schools Evaluation and Brownfields Cleanup Branch – Cypress
Joe.Hwong@dtsc.ca.gov

Schools Evaluation and Brownfields Cleanup Branch Reading File

DTSC COMMENTS
PRELIMINARY ENVIRONMENTAL ASSESSMENT REPORT
PHASE I CONSTRUCTION
RECONSTRUCTION PROJECT – LEMONWOOD ELEMENTARY SCHOOL SITE
OXNARD, CALIFORNIA

The following DTSC staff reviewed and provided comments herein to the Draft Preliminary Environmental Assessment (PEA) Report. Please contact the Project Manager if you have any questions on the comments. Original comments from the DTSC Engineering/Geology and Human and Ecological Risk are available for review in DTSC project files.

Dr. Xihong (Scarlett) Zhai
Project Manager

Schools Evaluation and Brownfield Cleanup Branch – Cypress
Xihong.Zhai@dtsc.ca.gov

GENERAL COMMENT

1. Please clarify whether the District intends to make the PEA available for public review by either Option A (Ed. Code § 17213.1, subd. (a)(6)(A)) or Option B (Ed. Code § 17213.1, subd. (a)(6)(B)). If it is Option A, please include the public notice in the revised PEA.
2. Please refer to the toxicologist's general comment below. If removal and offsite disposal of the impacted soils is necessary, then, a Removal Action Workplan would be required.

Dr. Patrick Kerzic
Staff Toxicologist

DTSC Human and Ecological Risk Office (HERO) – Cypress
Patrick.Kerzic@dtsc.ca.gov

GENERAL COMMENT

HERO recommends a screening level risk analysis for contaminants found in the top 5 feet of soil using an exposure point concentration (EPC) derived by calculating the 95% upper confidence level (UCL) of the mean of the data set shown in Table 3. Constituents should include all that were reported above the laboratory reporting limit (for example, excluding TPHg). This may indicate that risks posed by soil contaminants are below DTSC's point of departure, and thus there would be no requirement for a removal action.

SPECIFIC COMMENTS

1. Table 1: VOCs should be reported in mass per unit volume (ug/L for example) to be consistent with laboratory report.

2. Tables 1 and 2: It is recommended that the note for “ND” in these two tables refer to Appendix B laboratory reports for the reporting limits of each VOC, for the sake of clarity.
3. Table 4: DTSC’s lead screening level for unrestricted land use is 80 mg/kg, and the consensus background for Southern California region for arsenic is 12 mg/kg.
4. Regional Screening Levels: USEPA Region 9 screening levels should only be used when DTSC has not supported a screening level, or has supported a screening level that is less health-protective. All tables should include the appropriate screening levels, and their sources (EPA or DTSC). See DTSC’s Human Health Risk Assessment (HHRA) Note 3 for more information on screening levels in various media. HHRA Note 3 can be found online at: <https://www.dtsc.ca.gov/assessingrisk/humanrisk2.cfm>

Mr. Joe Hwong, PG
Senior Geologist

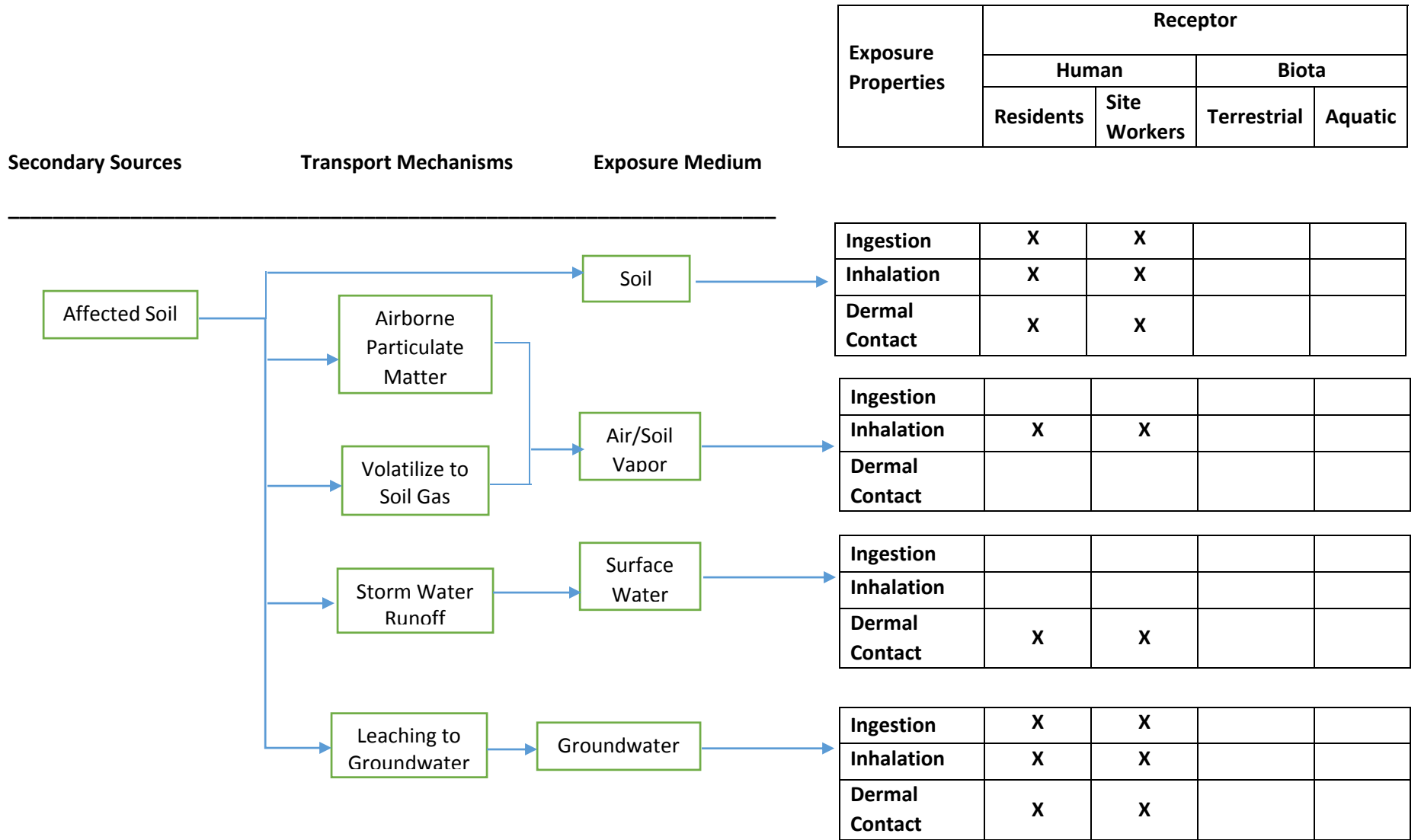
DTSC Schools Evaluation and Brownfields Cleanup Branch – Cypress
joe.hwong@dtsc.ca.gov

SPECIFIC COMMENTS:

The DTSC-approved PEA Workplan stated that methane and hydrogen sulfide would be analyzed on-site using mobile laboratory. However, in field work, soil vapor samples for methane and hydrogen sulfide analyses were collected in Tedlar bags on October 30, 2015, and analyzed in fixed laboratory on November 2, 2015. Based on the Soil Gas Advisory by DTSC (April 2012), the holding time for Tedlar bag is only 6 hours. Therefore, the analytical results for methane and hydrogen sulfide are not valid. These soil vapor samples should be re-collected and valid data be provided before DTSC can make a determination on the proposed Phase I Construction Area.

APPENDIX B
SITE CONCEPTUAL MODEL

SITE CONCEPTUAL MODEL PATHWAY RECEPTOR NETWORK



APPENDIX C

LABORATORY REPORTS AND CHAIN OF CUSTODY DOCUMENTATION



November 2, 2015

Mr. Greg Buchanan
Cardno ATC
25 Cupania Circle
Monterey Park, CA 91755

Dear Mr. Buchanan:

This letter presents the results of the soil vapor investigation conducted by Optimal Technology (Optimal), for Cardno ATC on October 30, 2015. The study was performed at 2200 Carnegie Ct., Oxnard, California.

Optimal was contracted to perform a soil vapor survey at this site to screen for possible chlorinated solvents and aromatic hydrocarbons. The primary objective of this soil vapor investigation was to determine if soil vapor contamination is present in the subsurface soil.

Gas Sampling Method

Gas sampling was performed by hydraulically pushing soil gas probes to a depth of 5.0 feet below ground surface (bgs). An electric rotary hammer drill was used to drill a 1.0-inch diameter hole through the overlying surface to allow probe placement when required. The same electric hammer drill was used to push probes in areas of resistance during placement.

At each sampling location an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor was attached to the probe and purged prior to sample collection. Vapor samples were obtained in SGE gas-tight syringes by drawing the sample through a luer-lock connection which connects the sampling probe and the vacuum pump. Samples were immediately injected into the gas chromatograph/purge and trap after collection. New tubing was used at each sampling point to prevent cross contamination.

All analyses were performed on a laboratory grade Hewlett Packard model 5890 Series II gas chromatograph equipped with a Hewlett Packard model 5971 Mass Spectra Detector and Tekmar LSC 2000 Purge and Trap. An SGE capillary column using helium as the carrier gas was used to perform all analysis. All results were collected on a personal computer utilizing Hewlett Packard's 5971 MS and chromatographic data collection and handling system.

Quality Assurance

5-Point Calibration

The initial five point calibration consisted of 20, 50, 100, 200 and 500 ul injections of the calibration standard. A calibration factor on each analyte was generated using a best fit line method using the HP data system. If the r^2 factor generated from this line was not greater than 0.990, an additional five point calibration would have been performed. Method reporting limits were calculated to be 0.01-1.0 micrograms per Liter (ug/L) for the individual compounds.

A daily calibration check and end of run calibration check was performed using a pre-mixed standard supplied by Scotty Analyzed Gases. The standard contained common halogenated solvents and aromatic hydrocarbons (see Table 1). The individual compound concentrations in the standards ranged between 0.025 nanograms per microliter (ng/ul) and 0.25 ng/ul.

TABLE 1

Dichlorodifluoromethane	Carbon Tetrachloride	Chloroethane
Trichlorofluoromethane	1,2-Dichloroethane	Benzene
1,1-Dichloroethene	Trichloroethene	Toluene
Methylene Chloride	1,1,2-Trichloroethane	Ethylbenzene
trans-1,2-Dichloroethene	Tetrachloroethene	m-/p-Xylene
1,1-Dichloroethane	Chloroform	o-Xylene
cis-1,2-Dichloroethene	1,1,1,2-Tetrachloroethane	Vinyl Chloride
1,1,1-Trichloroethane	1,1,2,2-Tetrachloroethane	Freon 113
4-Methyl-2-Pentanone	Cyclohexane	Acetone
Chlorobenzene	2-Butanone	Isobutane

Sample Replicates

A replicate analysis (duplicate) was run to evaluate the reproducibility of the sampling system and instrument. The difference between samples did not vary more than 20%.

Equipment Blanks

Blanks were run at the beginning of each workday and after calibrations. The blanks were collected using an ambient air sample. These blanks checked the septum, syringe, GC column, GC detector and the ambient air. Contamination was not found in any of the blanks analyzed during this investigation. Blank results are given along with the sample results.

Tracer Gas Leak Test

A tracer gas was applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points include the top of the sampling probe where the tubing meets the probe connection and the surface bentonite seals. Isobutane was used as the tracer gas. No Isobutane was found in any of the samples collected.

Purge Volume

The standard purge volume of three volumes was purged in accordance with the July 2015 DTSC/RWQCB Advisory for Active Soil Gas Investigations.

Shut-in Test

A shut-in test was conducted prior to purging or sampling each location to check for leaks in the above-ground sampling system. The system was evaluated to a minimum measured vacuum of 100 inches of water. The vacuum gauge was calibrated and sensitive enough to indicate a water pressure change of at least 0.5 inches.

Scope of Work

To achieve the objective of this investigation a total of 4 vapor samples were collected from 3 locations at the site. Sampling depths, vacuum readings, purge volume and sampling volumes are given on the analytical results page. All the collected vapor samples were analyzed on-site using Optimal's mobile laboratory.

Subsurface Conditions

Subsurface soil conditions at this site were predominately silty-sand from ground surface to 5.0 feet bgs. These soil conditions offered sampling flows at 0" water vacuum.

Results

During this vapor investigation none of the compounds listed in Table 1 above were detected above the listed reporting limits. A complete table of analytical results is included with this report.

Disclaimer

All conclusions presented in this letter are based solely on the information collected by the soil vapor survey conducted by Optimal Technology. Soil vapor testing is only a subsurface screening tool and does not represent actual contaminant concentrations in either the soil and/or groundwater. We enjoyed working with you on this project and look forward to future projects. If you have any questions please contact me at (877) 764-5427.

Sincerely,




Attila Baly
Project Manager

Client: Cardno ATC
Attn: Greg Buchanan
Project Name: Lemonwood
Project No.: NA
Date Received: 11/02/15
Matrix: Air
Reporting Units: ppmv

EPA 15/16

Lab No.:	G110201-01	G110201-02	G110201-03	G110201-04				
Client Sample I.D.:	SVE-3 @ 5'	SVE-1 @ 5'	SVE-2 @ 5'	SVE-2 Dup				
Date/Time Sampled:	10/30/15 15:16	10/30/15 16:19	10/30/15 16:40	10/30/15 16:40				
Date/Time Analyzed:	11/2/15 13:01	11/2/15 13:12	11/2/15 13:24	11/2/15 13:35				
QC Batch No.:	151102GC3A1	151102GC3A1	151102GC3A1	151102GC3A1				
Analyst Initials:	AS	AS	AS	AS				
Dilution Factor:	1.0	1.0	1.0	1.0				
ANALYTE	Result ppmv	RL ppmv	Result ppmv	RL ppmv	Result ppmv	RL ppmv	Result ppmv	RL ppmv
Hydrogen Sulfide	ND	0.20	ND	0.20	ND	0.20	ND	0.20

ND = Not Detected (below RL)
 RL = Reporting Limit

Reviewed/Approved By: 
 Mark Johnson
 Operations Manager

Date 11-13-15

The cover letter is an integral part of this analytical report

QC Batch No.: 151102GC3A1
 Matrix: Air
 Units: ppmv

QC for Sulfur Compounds by EPA 15/16

Lab No.:	Method Blank	LCS	LCSD					
Date/Time Analyzed:	11/2/15 12:50	11/2/15 12:28	11/2/15 12:39					
Analyst Initials:	AS	AS	AS					
Datafile:	02nov003	02nov001	02nov002					
Dilution Factor:	1.0	1.0	1.0					
ANALYTE	Results	RL	% Rec.	Criteria	% Rec.	Criteria	%RPD	Criteria
Hydrogen Sulfide	ND	0.20	90	70-130%	93	70-130%	3.1	<30

ND = Not Detected (Below RL)
 RL = Reporting Limit

Reviewed/Approved By:  Date: 11-13-15
 Mark J. Johnson
 Operations Manager

The cover letter is an integral part of this analytical report.



Client: Cardno ATC
Attn: Greg Buchanan
Project Name: Lemonwood
Project No.: NA
Date Received: 11/02/15
Matrix: Air
Reporting Units: % v/v

Mod 8015

Lab No.:	G110201-01	G110201-02	G110201-03	G110201-04				
Client Sample I.D.:	SVE-3 @ 5'	SVE-1 @ 5'	SVE-2 @ 5'	SVE-2 Dup				
Date/Time Sampled:	10/30/15 15:16	10/30/15 16:19	10/30/15 16:40	10/30/15 16:40				
Date/Time Analyzed:	11/2/15 13:38	11/2/15 13:53	11/2/15 14:07	11/2/15 14:22				
QC Batch No.:	151102GC8A1	151102GC8A1	151102GC8A1	151102GC8A1				
Analyst Initials:	AS	AS	AS	AS				
Dilution Factor:	1.0	1.0	1.0	1.0				
ANALYTE	Result	RL	Result	RL	Result	RL	Result	RL
	% v/v	% v/v	% v/v	% v/v	% v/v	% v/v	% v/v	% v/v
Methane	ND	0.0010	ND	0.0010	ND	0.0010	0.0015	0.0010

Results normalized including non-methane hydrocarbons
 ND = Not Detected (below RL)
 RL = Reporting Limit

Reviewed/Approved By: 
 Mark Johnson
 Operations Manager

Date 11-13-15

The cover letter is an integral part of this analytical report



QC Batch No.: 151102GC8A1

Matrix: Air

Units: % v/v

QC for Mod 8015

Lab No.:	Method Blank	LCS	LCS D					
Date/Time Analyzed:	11/2/15 13:23	11/2/15 15:20	11/2/15 15:34					
Analyst Initials:	AS	AS	AS					
Datafile:	02nov009	02nov017	02nov018					
Dilution Factor:	1.0	1.0	1.0					
ANALYTE	Results	RL	% Rec.	Criteria	% Rec.	Criteria	%RPD	Criteria
Methane	ND	0.0010	95	70-130%	95	70-130%	0.1	<30

ND = Not Detected (Below RL)

Reviewed/Approved By:



Date:

11-13-15

Mark J. Johnson
Operations Manager

The cover letter is an integral part of this analytical report.





781 East Washington Blvd., Los Angeles, CA 90021
[213] 745-5312 FAX [213] 745-6372

November 03, 2015

Mr. Greg Buchanan
Cardno ATC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Report No.: 1510239
Project Name: Lemonwood

Dear Mr. Greg Buchanan,

This report contains the analytical results for the sample(s) received under chain of custody(s) by Positive Lab Service on October 27, 2015.

The test results in this report are performed in compliance with ELAP accreditation requirements for the certified parameters. The laboratory report may not be produced, except in full, without the written approval of the laboratory.

The issuance of the final Certificate of Analysis takes precedence over any previous Preliminary Report. Preliminary data should not be used for regulatory purposes. Authorized signature(s) is provided on final report only.

If you have any questions in reference to this report, please contact your Positive Lab Service coordinator.


Project Manager



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Certificate of Analysis

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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-1 @ 0.5' Soil (1510239-01) Sampled: 10/26/15 10:30 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/27/15	10/27/15	lk	BJ52828
<i>Surrogate: a,a,a-Trifluorotoluene</i> 112 % 65-131 EPA 5030B EPA 8015B 10/27/15 10/27/15 lk BJ52828											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	2.70		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
<i>Surrogate: n-Tetracosane</i> 90.5 % 69-148 EPA 3546 EPA 8015B 10/28/15 10/30/15 lk BJ52834											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	203		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	80.1		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i> 84.9 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011											
<i>Surrogate: Decachlorobiphenyl</i> 81.3 % 49-133 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Antimony	ND		1	mg/kg	2.50	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Arsenic	3.98		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Barium	104		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Beryllium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cadmium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Chromium	12.3		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cobalt	5.53		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Copper	14.0		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Lead	7.49		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Molybdenum	1.76		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Nickel	13.4		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Selenium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Silver	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-1 @ 0.5' Soil (1510239-01) Sampled: 10/26/15 10:30 Received: 10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Thallium	ND		1	mg/kg	1.00	EPA 3050B EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Vanadium	24.2		1	mg/kg	1.00	EPA 3050B EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Zinc	42.7		1	mg/kg	5.00	EPA 3050B EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Mercury	ND		1	mg/kg	0.100	EPA 7471A EPA 7471A	10/28/15	10/28/15	cg	BJ52911
Sample ID: SB-1 @ 2' Soil (1510239-02) Sampled: 10/26/15 10:39 Received: 10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene	100 %			65-131		EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Surrogate: n-Tetracosane	102 %			69-148		EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	91.1 %			55-126		EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: Decachlorobiphenyl	85.7 %			49-133		EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Sample ID: SB-1 @ 5' Soil (1510239-03) Sampled: 10/26/15 10:53 Received: 10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene	103 %			65-131		EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-1 @ 5' Soil (1510239-03) Sampled: 10/26/15 10:53 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834	
Surrogate: n-Tetracosane	104 %			69-148		EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	99.6 %			55-126		EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Surrogate: Decachlorobiphenyl	91.3 %			49-133		EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
Sample ID: SB-2 @ 0.5' Soil (1510239-04) Sampled: 10/26/15 11:22 Received: 10/27/15 11:45											
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828	
Surrogate: a,a,a-Trifluorotoluene	99.5 %			65-131		EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828	
TPH C13 - C22	4.41		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834	
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834	
Surrogate: n-Tetracosane	101 %			69-148		EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011	
4,4'-DDD	62.2		5	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
4,4'-DDE	512		5	ug/kg	80.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
4,4'-DDT	171		5	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-2 @ 0.5' Soil (1510239-04) Sampled: 10/26/15 11:22 Received: 10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol. 90.4 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011</i>										
<i>Surrogate: Decachlorobiphenyl 99.9 % 49-133 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai 8J53011</i>										
Sample ID: SB-2 @ 2' Soil (1510239-05) Sampled: 10/26/15 11:27 Received: 10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828
<i>Surrogate: a,a,a-Trifluorotoluene 86.0 % 65-131 EPA 5030B EPA 8015B 10/27/15 10/27/15 lk BJ52828</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
<i>Surrogate: n-Tetracosane 102 % 69-148 EPA 3546 EPA 8015B 10/28/15 10/30/15 lk BJ52834</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol. 80.3 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai 8J53011</i>										



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-2 @ 2' Soil (1510239-05) Sampled: 10/26/15 11:27 Received: 10/27/15 11:45											
Surrogate: Decachlorobiphenyl		76.8 %			49-133	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Sample ID: SB-2 @ 5' Soil (1510239-06) Sampled: 10/26/15 11:31 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene		99.3 %			65-131	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/28/15	10/29/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/29/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/29/15	lk	BJ52834
Surrogate: n-Tetracosane		97.8 %			69-148	EPA 3546	EPA 8015B	10/28/15	10/29/15	lk	BJ52834
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Diieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: 2,4,5,6 Tetrachloro-m-xylene		98.7 %			55-126	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: Decachlorobiphenyl		97.3 %			49-133	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Sample ID: SB-3 @ 0.5' Soil (1510239-07) Sampled: 10/26/15 11:50 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/27/15	10/27/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene		90.1 %			65-131	EPA 5030B	EPA 8015B	10/27/15	10/27/15	lk	BJ52828
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	2.79		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Surrogate: n-Tetracosane		81.7 %			69-148	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch



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Certificate of Analysis

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File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-3 @ 0.5' Soil (1510239-07) Sampled:10/26/15 11:50 Received:10/27/15 11:45											
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	NO		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		5	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDE	489		5	ug/kg	80.0	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDT	112		5	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 88.8 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011</i>											
<i>Surrogate: Decachlorobiphenyl 102 % 49-133 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011</i>											
Sample ID: SB-3 @ 2' Soil (1510239-08) Sampled:10/26/15 12:18 Received:10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
<i>Surrogate: a,a,a-Trifluorotoluene 70.0 % 65-131 EPA 5030B EPA 8015B 10/28/15 10/28/15 lk BJ52828</i>											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
<i>Surrogate: n-Tetracosane 97.8 % 69-148 EPA 3546 EPA 8015B 10/28/15 10/30/15 lk BJ52834</i>											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-3 @ 2' Soil (1510239-08) Sampled:10/26/15 12:18 Received:10/27/15 11:45											
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: 2,4,5,6 Tetrachloro-m-xylene 92.1 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011											
Surrogate: Decachlorobiphenyl 85.9 % 49-133 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011											

Sample ID: SB-3 @ 5' Soil (1510239-09) Sampled:10/26/15 12:22 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/27/15	10/27/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene 109 % 65-131 EPA 5030B EPA 8015B 10/27/15 10/27/15 lk BJ52828										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/29/15	lk	BJ52834
Surrogate: n-Tetracosane 79.3 % 69-148 EPA 3546 EPA 8015B 10/28/15 10/29/15 lk BJ52834										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: 2,4,5,6 Tetrachloro-m-xylene 101 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011										
Surrogate: Decachlorobiphenyl 102 % 49-133 EPA 3546 EPA 8081A 10/28/15 10/29/15 ai BJ53011										

Sample ID: SB-4 @ 0.5' Soil (1510239-10) Sampled:10/26/15 12:42 Received:10/27/15 11:45										
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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-4 @ 0.5' Soil (1510239-10) Sampled: 10/26/15 12:42 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene	91.6 %			65-131		EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	3.08		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Surrogate: n-Tetracosane	103 %			69-148		EPA 3546	EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	74.0		5	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDE	634		5	ug/kg	80.0	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDT	179		5	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	95.6 %			55-126		EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: Decachlorobiphenyl	113 %			49-133		EPA 3546	EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Antimony	ND		1	mg/kg	2.50	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Arsenic	4.63		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Barium	97.1		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Beryllium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cadmium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Chromium	13.5		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cobalt	5.57		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Copper	15.3		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Lead	13.5		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Molybdenum	1.56		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Nickel	20.0		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Selenium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Silver	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-4 @ 0.5' Soil (1510239-10) Sampled:10/26/15 12:42 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Thallium	ND		1	mg/kg	1.00	EPA 3050B EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Vanadium	24.7		1	mg/kg	1.00	EPA 3050B EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Zinc	58.4		1	mg/kg	5.00	EPA 3050B EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Mercury	ND		1	mg/kg	0.100	EPA 7471A EPA 7471A	10/28/15	10/28/15	cg	BJ52911
Sample ID: SB-4 @ 2' Soil (1510239-11) Sampled:10/26/15 13:24 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828
<i>Surrogate: a,a,a-Trifluorotoluene</i>	83.5 %				65-131	<i>EPA 5030B EPA 8015B</i>	<i>10/28/15</i>	<i>10/28/15</i>	<i>lk</i>	<i>BJ52828</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
<i>Surrogate: n-Tetracosane</i>	87.4 %				69-148	<i>EPA 3546 EPA 8015B</i>	<i>10/28/15</i>	<i>10/30/15</i>	<i>lk</i>	<i>BJ52834</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	35.9		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>	86.9 %				55-126	<i>EPA 3546 EPA 8081A</i>	<i>10/28/15</i>	<i>10/29/15</i>	<i>ai</i>	<i>BJ53011</i>
<i>Surrogate: Decachlorobiphenyl</i>	87.7 %				49-133	<i>EPA 3546 EPA 8081A</i>	<i>10/28/15</i>	<i>10/29/15</i>	<i>ai</i>	<i>BJ53011</i>
Sample ID: SB-5 @ 0.5' Soil (1510239-12) Sampled:10/26/15 13:35 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828
<i>Surrogate: a,a,a-Trifluorotoluene</i>	91.0 %				65-131	<i>EPA 5030B EPA 8015B</i>	<i>10/28/15</i>	<i>10/28/15</i>	<i>lk</i>	<i>BJ52828</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	3.74		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834



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Certificate of Analysis

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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-5 @ 0.5' Soil (1510239-12) Sampled:10/26/15 13:35 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Surrogate: n-Tetracosane	96.5 %			69-148		EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDD	22.6		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDE	288		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
4,4'-DDT	157		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	88.0 %			55-126		EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Surrogate: Decachlorobiphenyl	96.3 %			49-133		EPA 3546 EPA 8081A	10/28/15	10/29/15	ai	BJ53011
Sample ID: SB-5 @ 2' Soil (1510239-13) Sampled:10/26/15 13:53 Received:10/27/15 11:45										
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene	95.4 %			65-131		EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Surrogate: n-Tetracosane	95.4 %			69-148		EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDE	268		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDT	191		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-5 @ 2' Soil (1510239-13) Sampled:10/26/15 13:53 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 88.1 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/30/15 ai BJ53011</i>										
<i>Surrogate: Decachlorobiphenyl 99.2 % 49-133 EPA 3546 EPA 8081A 10/28/15 10/30/15 ai BJ53011</i>										
Sample ID: SB-6 @ 0.5' Soil (1510239-14) Sampled:10/26/15 14:09 Received:10/27/15 11:45										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828
<i>Surrogate: a,a,a-Trifluorotoluene 74.0 % 65-131 EPA 5030B EPA 8015B 10/28/15 10/28/15 lk BJ52828</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	5.28		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834
<i>Surrogate: n-Tetracosane 104 % 69-148 EPA 3546 EPA 8015B 10/28/15 10/30/15 lk BJ52834</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDD	24.7		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDE	212		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
4,4'-DDT	127		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 91.1 % 55-126 EPA 3546 EPA 8081A 10/28/15 10/30/15 ai BJ53011</i>										



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-6 @ 0.5' Soil (1510239-14) Sampled:10/26/15 14:09 Received:10/27/15 11:45											
Surrogate: Decachlorobiphenyl		103 %			49-133	EPA 3546	EPA 8081A	10/28/15	10/30/15	ai	BJ53011
Sample ID: SB-6 @ 2' Soil (1510239-15) Sampled:10/26/15 14:16 Received:10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828	
Surrogate: a,a,a-Trifluorotoluene		76.8 %			65-131	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C13 - C22	5.37		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834	
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834	
Surrogate: n-Tetracosane		90.7 %			69-148	EPA 3546 EPA 8015B	10/28/15	10/30/15	lk	BJ52834	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
4,4'-DDD	126		5	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
4,4'-DDE	904		5	ug/kg	80.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
4,4'-DDT	1140		5	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Surrogate: 2,4,5,6 Tetrachloro-m-xylol		89.7 %			55-126	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Surrogate: Decachlorobiphenyl		118 %			49-133	EPA 3546 EPA 8081A	10/28/15	10/30/15	ai	BJ53011	
Sample ID: SB-7 @ 0.5' Soil (1510239-16) Sampled:10/26/15 14:29 Received:10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828	
Surrogate: a,a,a-Trifluorotoluene		66.3 %			65-131	EPA 5030B EPA 8015B	10/28/15	10/28/15	lk	BJ52828	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C13 - C22	7.53		1	mg/kg	2.50	EPA 3546 EPA 8015B	10/29/15	10/30/15	lk	BJ53013	
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/29/15	10/30/15	lk	BJ53013	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	10/29/15	10/30/15	lk	BJ53013	
Surrogate: n-Tetracosane		96.4 %			69-148	EPA 3546 EPA 8015B	10/29/15	10/30/15	lk	BJ53013	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-7 @ 0.5' Soil (1510239-16) Sampled: 10/26/15 14:29 Received: 10/27/15 11:45											
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDD	11.3		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDE	211		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDT	145		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
<hr/>											
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	97.9 %				55-126	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Surrogate: Decachlorobiphenyl	87.8 %				49-133	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Antimony	ND		1	mg/kg	2.50	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Arsenic	3.41		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Barium	50.3		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Beryllium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cadmium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Chromium	11.2		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cobalt	4.08		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Copper	12.5		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Lead	14.5		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Molybdenum	1.04		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Nickel	10.5		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Selenium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Silver	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Thallium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Vanadium	24.9		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Zinc	53.4		1	mg/kg	5.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Mercury	ND		1	mg/kg	0.100	EPA 7471A	EPA 7471A	10/28/15	10/28/15	cg	BJ52911
Sample ID: SB-7 @ 0.5' DUP Soil (1510239-17) Sampled: 10/26/15 14:29 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene	96.9 %				65-131	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-7 @ 0.5' DUP Soil (1510239-17) Sampled: 10/26/15 14:29 Received: 10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	7.14		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
<i>Surrogate: n-Tetracosane</i>	<i>92.7 %</i>			<i>69-148</i>		<i>EPA 3546</i>	<i>EPA 8015B</i>	<i>10/29/15</i>	<i>10/30/15</i>	<i>lk</i>	<i>BJ53013</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDD	13.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDE	234		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDT	145		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol</i>	<i>102 %</i>			<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>10/29/15</i>	<i>10/30/15</i>	<i>ai</i>	<i>BK50240</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>81.9 %</i>			<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>10/29/15</i>	<i>10/30/15</i>	<i>ai</i>	<i>BK50240</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Antimony	ND		1	mg/kg	2.50	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Arsenic	3.76		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Barium	54.4		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Beryllium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cadmium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Chromium	13.0		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Cobalt	4.56		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Copper	13.4		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Lead	14.2		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Molybdenum	1.03		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Nickel	10.3		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Selenium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Silver	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Thallium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Vanadium	28.4		1	mg/kg	1.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Zinc	55.6		1	mg/kg	5.00	EPA 3050B	EPA 6010B	10/28/15	10/28/15	CG	BJ52910
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-7 @ 0.5' DUP Soil (1510239-17) Sampled:10/26/15 14:29 Received:10/27/15 11:45											
Mercury	ND		1	mg/kg	0.100	EPA 7471A	EPA 7471A	10/28/15	10/28/15	cg	BJ52911
Sample ID: SB-7 @ 2' Soil (1510239-18) Sampled:10/26/15 14:39 Received:10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Surrogate: a,a,a-Trifluorotoluene	87.7 %			65-131		EPA 5030B	EPA 8015B	10/28/15	10/28/15	lk	BJ52828
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	3.55		1	mg/kg	2.50	EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
Surrogate: n-Tetracosane	91.6 %			69-148		EPA 3546	EPA 8015B	10/29/15	10/30/15	lk	BJ53013
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDD	25.8		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDE	320		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
4,4'-DDT	272		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	92.6 %			55-126		EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Surrogate: Decachlorobiphenyl	95.4 %			49-133		EPA 3546	EPA 8081A	10/29/15	10/30/15	ai	BK50240
Sample ID: EQ Blank Water (1510239-19) Sampled:10/26/15 14:55 Received:10/27/15 11:45											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	ug/l	100	EPA 5030B	EPA 8015B	10/30/15	10/30/15	lk	BJ53019
Surrogate: a,a,a-Trifluorotoluene	106 %			68-149		EPA 5030B	EPA 8015B	10/30/15	10/30/15	lk	BJ53019
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/L	0.500	EPA 3535A	EPA 8015B	10/28/15	10/29/15	lk	BJ53012
TPH C23 - C32	ND		1	mg/L	2.50	EPA 3535A	EPA 8015B	10/28/15	10/29/15	lk	BJ53012
TPH C33 - C36	ND		1	mg/L	10.0	EPA 3535A	EPA 8015B	10/28/15	10/29/15	lk	BJ53012
Surrogate: n-Tetracosane	96.5 %			55-125		EPA 3535A	EPA 8015B	10/28/15	10/29/15	lk	BJ53012
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch



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File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID:	EQ Blank	Water	(1510239-19)	Sampled:10/26/15 14:55	Received:10/27/15 11:45					
Aldrin	ND	1	ug/l	0.0100	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
alpha-BHC	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
beta-BHC	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
delta-BHC	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
gamma-BHC (Lindane)	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
alpha-Chlordane	ND	1	ug/l	0.0500	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
gamma-Chlordane	ND	1	ug/l	0.0500	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
4,4'-DDD	ND	1	ug/l	0.0500	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
4,4'-DDE	ND	1	ug/l	0.0500	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
4,4'-DDT	ND	1	ug/l	0.0100	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Dieldrin	ND	1	ug/l	0.0100	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Endosulfan I	ND	1	ug/l	0.100	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Endosulfan II	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Endosulfan sulfate	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Endrin	ND	1	ug/l	0.0100	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Endrin aldehyde	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Endrin ketone	ND	1	ug/l	0.100	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Heptachlor	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Heptachlor epoxide	ND	1	ug/l	0.0200	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Methoxychlor	ND	1	ug/l	0.500	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Technical Chlordane	ND	1	ug/l	0.500	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Toxaphene	ND	1	ug/l	1.00	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol</i>		57.6 %		36-114	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
<i>Surrogate: Decachlorobiphenyl</i>		62.4 %		33-129	EPA 3535A EPA 8081A	10/30/15	11/03/15	ai	BK50333	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Antimony	ND		1	mg/L	0.020	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Arsenic	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Barium	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Beryllium	ND		1	mg/L	0.005	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Cadmium	ND		1	mg/L	0.005	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Chromium	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Cobalt	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Copper	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Lead	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Molybdenum	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Nickel	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Selenium	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Silver	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Thallium	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Vanadium	ND		1	mg/L	0.010	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Zinc	ND		1	mg/L	0.020	EPA 3010A EPA 6010B	10/29/15	10/29/15	CG	BJ53008
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Mercury	ND		1	mg/L	0.001	EPA 245.1 EPA 245.1	10/29/15	10/29/15	cg	BJ52917



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	Limit	RPD	Limit	Qualifier
Batch BJ52828 - EPA 5030B										
Blank Prepared & Analyzed: 10/27/15										
TPH C4 - C12	ND	0.500	mg/kg							
Surrogate: a,a,a-Trifluorotoluene	0.0277		mg/kg	0.03000		92.5	65-131			
LCS Prepared & Analyzed: 10/27/15										
Gasoline	0.770	0.500	mg/kg	0.9096		84.7	69-116			
Matrix Spike Source: 1510239-01 Prepared & Analyzed: 10/27/15										
Gasoline	1.70	0.500	mg/kg	1.819	ND	93.2	57-121			
Matrix Spike Dup Source: 1510239-01 Prepared & Analyzed: 10/28/15										
Gasoline	1.35	0.500	mg/kg	1.819	ND	74.1	57-121	22.9	30	
Batch BJ53019 - EPA 5030B										
Blank Prepared & Analyzed: 10/30/15										
TPH C4 - C12	ND	100	ug/l							
Surrogate: a,a,a-Trifluorotoluene	29.0		ug/l	30.00		96.7	68-149			
LCS Prepared & Analyzed: 10/30/15										
Gasoline	798	100	ug/l	909.6		87.7	67-115			
Matrix Spike Source: 1510252-01 Prepared & Analyzed: 10/30/15										
Gasoline	1140	100	ug/l	909.6	313	91.0	65-125			
Matrix Spike Dup Source: 1510252-01 Prepared & Analyzed: 10/30/15										
Gasoline	1130	100	ug/l	909.6	313	89.5	65-125	1.71	20	
Batch BJ52834 - EPA 3546										
Blank Prepared & Analyzed: 10/28/15										
TPH C13 - C22	ND	2.50	mg/kg							
TPH C23 - C32	ND	100	mg/kg							
TPH C33 - C36	ND	100	mg/kg							
Surrogate: n-Tetracosane	16.6		mg/kg	18.67		88.9	69-148			
LCS Prepared & Analyzed: 10/28/15										
Diesel	413	5.00	mg/kg	554.7		74.5	63-136			
Surrogate: n-Tetracosane	16.7		mg/kg	18.67		89.6	69-146			
Matrix Spike Source: 1510239-09 Prepared & Analyzed: 10/28/15										
Diesel	84.3	2.50	mg/kg	110.9	ND	76.0	57-145			
Surrogate: n-Tetracosane	16.5		mg/kg	18.67		88.6	69-148			
Matrix Spike Dup Source: 1510239-09 Prepared & Analyzed: 10/28/15										
Diesel	82.0	2.50	mg/kg	110.9	ND	73.9	57-145	2.83	30	
Surrogate: n-Tetracosane	16.4		mg/kg	18.67		87.6	69-148			
Batch BJ53013 - EPA 3546										



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ53013 - EPA 3546									
Blank Prepared: 10/29/15 Analyzed: 10/30/15									
TPH C13 - C22	ND	2.50	mg/kg						
TPH C23 - C32	ND	100	mg/kg						
TPH C33 - C36	ND	100	mg/kg						
Surrogate: n-Tetracosane	18.4		mg/kg	18.67		98.7 69-148			
LCS Prepared: 10/29/15 Analyzed: 10/30/15									
Diesel	464	5.00	mg/kg	554.7		83.6 63-136			
Surrogate: n-Tetracosane	21.7		mg/kg	18.67		116 69-146			
LCS Dup Prepared: 10/29/15 Analyzed: 10/30/15									
Diesel	461	5.00	mg/kg	554.7		83.0 63-136	0.731	30	
Surrogate: n-Tetracosane	21.1		mg/kg	18.67		113 69-146			
Matrix Spike Source: 1510253-01 Prepared: 10/29/15 Analyzed: 10/30/15									
Diesel	115	2.50	mg/kg	110.9	27.0	79.3 57-145			
Surrogate: n-Tetracosane	18.8		mg/kg	18.67		101 69-148			
Matrix Spike Dup Source: 1510253-01 Prepared: 10/29/15 Analyzed: 10/30/15									
Diesel	116	2.50	mg/kg	110.9	27.0	79.9 57-145	0.737	30	
Surrogate: n-Tetracosane	18.8		mg/kg	18.67		101 69-148			
Batch BJ53012 - EPA 3535A									
Blank Prepared: 10/28/15 Analyzed: 10/29/15									
TPH C13 - C22	ND	0.500	mg/L						
TPH C23 - C32	ND	2.50	mg/L						
TPH C33 - C36	ND	10.0	mg/L						
Surrogate: n-Tetracosane	0.270		mg/L	0.2800		96.6 55-125			
LCS Prepared: 10/28/15 Analyzed: 10/29/15									
Diesel	5.55	0.500	mg/L	8.320		66.7 53-132			
Surrogate: n-Tetracosane	0.278		mg/L	0.2800		99.2 59-140			
LCS Dup Prepared: 10/28/15 Analyzed: 10/29/15									
Diesel	5.34	0.500	mg/L	8.320		64.2 53-132	3.86	25	
Surrogate: n-Tetracosane	0.265		mg/L	0.2800		94.8 59-140			
Batch BJ53011 - EPA 3546									
Blank Prepared: 10/28/15 Analyzed: 10/29/15									
Aldrin	ND	0.750	ug/kg						
alpha-BHC	ND	0.750	ug/kg						
beta-BHC	ND	0.750	ug/kg						
delta-BHC	ND	0.750	ug/kg						
gamma-BHC (Lindane)	ND	0.750	ug/kg						
alpha-Chlordane	ND	0.750	ug/kg						



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 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ53011 - EPA 3546										
gamma-Chlordane	ND	0.750	ug/kg							
4,4'-DDD	ND	0.750	ug/kg							
4,4'-DDE	ND	1.50	ug/kg							
4,4'-DDT	ND	0.750	ug/kg							
Dieldrin	ND	0.750	ug/kg							
Endosulfan I	ND	1.50	ug/kg							
Endosulfan II	ND	0.750	ug/kg							
Endosulfan sulfate	ND	0.750	ug/kg							
Endrin	ND	0.750	ug/kg							
Technical Chlordane	ND	3.75	ug/kg							
Endrin aldehyde	ND	0.750	ug/kg							
Endrin ketone	ND	2.25	ug/kg							
Heptachlor	ND	0.750	ug/kg							
Heptachlor epoxide	ND	0.750	ug/kg							
Methoxychlor	ND	3.75	ug/kg							
Toxaphene	ND	11.2	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	9.39		ug/kg	12.50		75.1	55-126			
Surrogate: Decachlorobiphenyl	10.1		ug/kg	12.50		81.2	49-133			
LCS Prepared: 10/28/15 Analyzed: 10/29/15										
Aldrin	9.90	2.00	ug/kg	13.33		74.3	56-130			
gamma-BHC (Lindane)	10.1	2.00	ug/kg	13.33		75.5	56-133			
4,4'-DDT	9.52	2.00	ug/kg	13.33		71.4	56-133			
Dieldrin	9.95	2.00	ug/kg	13.33		74.6	62-119			
Endrin	10.1	2.00	ug/kg	13.33		76.1	59-127			
Heptachlor	10.6	2.00	ug/kg	13.33		79.2	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.1		ug/kg	16.67		78.4	54-108			
Surrogate: Decachlorobiphenyl	12.7		ug/kg	16.67		76.4	54-127			
Matrix Spike Source: 1510239-02 Prepared: 10/28/15 Analyzed: 10/30/15										
Aldrin	10.8	2.00	ug/kg	13.33	ND	81.3	39-124			
gamma-BHC (Lindane)	8.73	2.00	ug/kg	13.33	ND	65.5	44-120			
4,4'-DDT	25.3	2.00	ug/kg	33.33	ND	75.9	48-150			
Dieldrin	28.8	2.00	ug/kg	33.33	ND	86.3	48-144			
Endrin	27.8	2.00	ug/kg	33.33	ND	83.5	54-149			
Heptachlor	11.9	2.00	ug/kg	13.33	ND	89.0	46-135			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	15.3		ug/kg	16.67		91.8	57-126			
Surrogate: Decachlorobiphenyl	17.0		ug/kg	16.67		102	43-136			
Matrix Spike Dup Source: 1510239-02 Prepared: 10/28/15 Analyzed: 10/30/15										
Aldrin	9.49	2.00	ug/kg	13.33	ND	71.2	39-124	13.3	30	
gamma-BHC (Lindane)	7.76	2.00	ug/kg	13.33	ND	58.2	44-120	11.7	30	
4,4'-DDT	33.2	2.00	ug/kg	33.33	ND	99.7	48-150	27.0	30	



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File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ53011 - EPA 3546										
Dieldrin	26.7	2.00	ug/kg	33.33	ND	80.0	48-144	7.53	30	
Endrin	26.1	2.00	ug/kg	33.33	ND	78.3	54-149	6.42	30	
Heptachlor	12.8	2.00	ug/kg	13.33	ND	95.8	46-135	7.34	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	16.1		ug/kg	16.67		96.4	57-126			
Surrogate: Decachlorobiphenyl	17.0		ug/kg	16.67		102	43-136			
Batch BK50240 - EPA 3546										
Blank Prepared: 10/29/15 Analyzed: 10/30/15										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	2.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.0		ug/kg	16.67		77.9	55-126			
Surrogate: Decachlorobiphenyl	13.6		ug/kg	16.67		81.5	49-133			
LCS Prepared: 10/29/15 Analyzed: 10/30/15										
Aldrin	10.2	2.00	ug/kg	13.33		76.7	56-130			
gamma-BHC (Lindane)	10.6	2.00	ug/kg	13.33		79.8	56-133			
4,4'-DDT	9.59	2.00	ug/kg	13.33		71.9	56-133			
Dieldrin	10.2	2.00	ug/kg	13.33		76.6	62-119			
Endrin	10.4	2.00	ug/kg	13.33		77.7	59-127			
Heptachlor	10.9	2.00	ug/kg	13.33		81.9	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.9		ug/kg	16.67		83.6	54-108			
Surrogate: Decachlorobiphenyl	13.0		ug/kg	16.67		77.9	54-127			



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 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50240 - EPA 3546										
LCS Dup Prepared: 10/29/15 Analyzed: 10/30/15										
Aldrin	10.3	2.00	ug/kg	13.33		77.1	56-130	0.439	30	
gamma-BHC (Lindane)	10.4	2.00	ug/kg	13.33		78.1	56-133	2.18	30	
4,4'-DDT	9.61	2.00	ug/kg	13.33		72.1	56-133	0.219	30	
Dieldrin	10.2	2.00	ug/kg	13.33		76.6	62-119	0.0294	30	
Endrin	10.4	2.00	ug/kg	13.33		78.3	59-127	0.779	30	
Heptachlor	10.8	2.00	ug/kg	13.33		81.1	55-110	0.902	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.8		ug/kg	16.67		83.0	54-108			
Surrogate: Decachlorobiphenyl	13.3		ug/kg	16.67		79.6	54-127			
Matrix Spike Source: 1510239-18 Prepared: 10/29/15 Analyzed: 10/30/15										
Aldrin	10.1	2.00	ug/kg	13.33	ND	75.7	39-124			
gamma-BHC (Lindane)	7.88	2.00	ug/kg	13.33	ND	59.1	44-120			
4,4'-DDT	336	2.00	ug/kg	33.33	272	192	48-150			V-2
Dieldrin	26.2	2.00	ug/kg	33.33	ND	78.7	48-144			
Endrin	22.8	2.00	ug/kg	33.33	ND	68.5	54-149			
Heptachlor	9.54	2.00	ug/kg	13.33	ND	71.6	46-135			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	15.3		ug/kg	16.67		91.7	57-126			
Surrogate: Decachlorobiphenyl	15.5		ug/kg	16.67		92.9	43-136			
Matrix Spike Dup Source: 1510239-18 Prepared: 10/29/15 Analyzed: 10/30/15										
Aldrin	10.6	2.00	ug/kg	13.33	ND	79.9	39-124	5.33	30	
gamma-BHC (Lindane)	8.68	2.00	ug/kg	13.33	ND	65.1	44-120	9.61	30	
4,4'-DDT	428	2.00	ug/kg	33.33	272	468	48-150	83.6	30	V-2
Dieldrin	27.3	2.00	ug/kg	33.33	ND	82.0	48-144	4.19	30	
Endrin	21.8	2.00	ug/kg	33.33	ND	65.3	54-149	4.72	30	
Heptachlor	10.2	2.00	ug/kg	13.33	ND	76.3	46-135	6.46	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	16.8		ug/kg	16.67		101	57-126			
Surrogate: Decachlorobiphenyl	17.3		ug/kg	16.67		104	43-136			
Batch BK50333 - EPA 3535A										
Blank Prepared: 10/30/15 Analyzed: 11/03/15										
Aldrin	ND	0.0100	ug/l							
alpha-BHC	ND	0.0200	ug/l							
beta-BHC	ND	0.0200	ug/l							
delta-BHC	ND	0.0200	ug/l							
gamma-BHC (Lindane)	ND	0.0200	ug/l							
alpha-Chlordane	ND	0.0500	ug/l							
gamma-Chlordane	ND	0.0500	ug/l							
4,4'-DDD	ND	0.0500	ug/l							
4,4'-DDE	ND	0.0500	ug/l							
4,4'-DDT	ND	0.0100	ug/l							



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 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50333 - EPA 3535A										
Dieldrin	ND	0.0100	ug/l							
Endosulfan I	ND	0.100	ug/l							
Endosulfan II	ND	0.0200	ug/l							
Endosulfan sulfate	ND	0.0200	ug/l							
Endrin	ND	0.0100	ug/l							
Endrin aldehyde	ND	0.0200	ug/l							
Endrin ketone	ND	0.100	ug/l							
Heptachlor	ND	0.0200	ug/l							
Heptachlor epoxide	ND	0.0200	ug/l							
Methoxychlor	ND	0.500	ug/l							
Technical Chlordane	ND	0.500	ug/l							
Toxaphene	ND	1.00	ug/l							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.167		ug/l	0.2500		66.8	36-114			
Surrogate: Decachlorobiphenyl	0.159		ug/l	0.2500		63.6	33-129			
LCS Prepared: 10/30/15 Analyzed: 11/03/15										
Aldrin	0.137	0.0100	ug/l	0.2000		68.5	40-110			
gamma-BHC (Lindane)	0.157	0.0200	ug/l	0.2000		78.5	44-101			
4,4'-DDE	0.137	0.0500	ug/l	0.2000		68.5	43-116			
4,4'-DDT	0.195	0.0100	ug/l	0.2000		97.5	51-125			
Dieldrin	0.163	0.0100	ug/l	0.2000		81.5	54-111			
Endrin	0.190	0.0100	ug/l	0.2000		95.0	55-120			
Heptachlor	0.149	0.0200	ug/l	0.2000		74.5	45-109			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.152		ug/l	0.2500		60.8	39-114			
Surrogate: Decachlorobiphenyl	0.176		ug/l	0.2500		70.4	36-118			
LCS Dup Prepared: 10/30/15 Analyzed: 11/03/15										
Aldrin	0.116	0.0100	ug/l	0.2000		58.0	40-110	16.6	25	
gamma-BHC (Lindane)	0.122	0.0200	ug/l	0.2000		61.0	44-101	25.1	25	
4,4'-DDE	0.102	0.0500	ug/l	0.2000		51.0	43-116	29.3	25	
4,4'-DDT	0.157	0.0100	ug/l	0.2000		78.5	51-125	21.6	25	
Dieldrin	0.130	0.0100	ug/l	0.2000		65.0	54-111	22.5	25	
Endrin	0.164	0.0100	ug/l	0.2000		82.0	55-120	14.7	25	
Heptachlor	0.123	0.0200	ug/l	0.2000		61.5	45-109	19.1	25	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.139		ug/l	0.2500		55.6	39-114			
Surrogate: Decachlorobiphenyl	0.145		ug/l	0.2500		58.0	36-118			
Batch BJS2910 - EPA 3050B										
Blank Prepared & Analyzed: 10/28/15										
Antimony	ND	2.50	mg/kg							
Arsenic	ND	1.00	mg/kg							
Barium	ND	1.00	mg/kg							



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 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ52910 - EPA 3050B										
Beryllium	ND	1.00	mg/kg							
Cadmium	ND	1.00	mg/kg							
Chromium	ND	1.00	mg/kg							
Cobalt	ND	1.00	mg/kg							
Copper	ND	1.00	mg/kg							
Lead	ND	1.00	mg/kg							
Molybdenum	ND	1.00	mg/kg							
Nickel	ND	1.00	mg/kg							
Selenium	ND	1.00	mg/kg							
Silver	ND	1.00	mg/kg							
Thallium	ND	1.00	mg/kg							
Vanadium	ND	1.00	mg/kg							
Zinc	ND	5.00	mg/kg							
LCS Prepared & Analyzed: 10/28/15										
Antimony	45.9	2.50	mg/kg	50.10		91.7	60-140			
Arsenic	48.7	1.00	mg/kg	50.10		97.2	80-120			
Barium	205	1.00	mg/kg	199.7		102	80-120			
Beryllium	4.68	1.00	mg/kg	5.010		93.4	80-120			
Cadmium	5.20	1.00	mg/kg	5.020		104	80-120			
Chromium	20.2	1.00	mg/kg	20.05		101	80-120			
Cobalt	52.4	1.00	mg/kg	50.00		105	80-120			
Copper	25.7	1.00	mg/kg	25.07		103	80-120			
Lead	53.6	1.00	mg/kg	49.97		107	80-120			
Molybdenum	48.6	1.00	mg/kg	49.97		97.2	80-120			
Nickel	54.5	1.00	mg/kg	50.10		109	80-120			
Selenium	47.1	1.00	mg/kg	50.20		93.7	80-120			
Silver	5.03	1.00	mg/kg	4.990		101	80-120			
Thallium	52.4	1.00	mg/kg	49.73		105	80-120			
Vanadium	46.2	1.00	mg/kg	50.10		92.1	80-120			
Zinc	53.5	5.00	mg/kg	50.30		106	80-120			
Matrix Spike Source: 1510239-10 Prepared & Analyzed: 10/28/15										
Antimony	43.4	2.50	mg/kg	50.10	ND	86.7	60-140			
Arsenic	50.9	1.00	mg/kg	50.10	4.63	92.3	75-125			
Barium	290	1.00	mg/kg	199.7	97.1	96.8	75-125			
Beryllium	4.92	1.00	mg/kg	5.010	0.375	90.7	75-125			
Cadmium	5.27	1.00	mg/kg	5.020	0.586	93.3	75-125			
Chromium	34.2	1.00	mg/kg	20.05	13.5	103	75-125			
Cobalt	53.7	1.00	mg/kg	50.00	5.57	96.3	75-125			
Copper	39.5	1.00	mg/kg	25.07	15.3	96.6	75-125			
Lead	60.0	1.00	mg/kg	49.97	13.5	92.9	75-125			



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ52910 - EPA 3050B										
Molybdenum	47.7	1.00	mg/kg	49.97	1.56	92.4	75-125			
Nickel	64.6	1.00	mg/kg	50.10	20.0	89.0	75-125			
Selenium	46.4	1.00	mg/kg	50.20	0.633	91.2	75-125			
Silver	4.66	1.00	mg/kg	4.990	ND	93.4	75-125			
Thallium	47.1	1.00	mg/kg	49.73	ND	94.7	75-125			
Vanadium	69.7	1.00	mg/kg	50.10	24.7	89.9	75-125			
Zinc	105	5.00	mg/kg	50.30	58.4	92.3	75-125			
Matrix Spike Dup Source: 1510239-10 Prepared & Analyzed: 10/28/15										
Antimony	43.4	2.50	mg/kg	50.10	ND	86.7	60-140	0.0141	30	
Arsenic	51.2	1.00	mg/kg	50.10	4.63	93.0	75-125	0.699	30	
Barium	290	1.00	mg/kg	199.7	97.1	96.6	75-125	0.200	30	
Beryllium	4.98	1.00	mg/kg	5.010	0.375	91.9	75-125	1.33	30	
Cadmium	5.28	1.00	mg/kg	5.020	0.586	93.4	75-125	0.121	30	
Chromium	32.5	1.00	mg/kg	20.05	13.5	94.6	75-125	8.58	30	
Cobalt	54.1	1.00	mg/kg	50.00	5.57	97.0	75-125	0.738	30	
Copper	39.3	1.00	mg/kg	25.07	15.3	95.9	75-125	0.724	30	
Lead	60.9	1.00	mg/kg	49.97	13.5	94.8	75-125	2.02	30	
Molybdenum	48.2	1.00	mg/kg	49.97	1.56	93.4	75-125	1.11	30	
Nickel	64.7	1.00	mg/kg	50.10	20.0	89.2	75-125	0.267	30	
Selenium	47.1	1.00	mg/kg	50.20	0.633	92.6	75-125	1.43	30	
Silver	4.70	1.00	mg/kg	4.990	ND	94.1	75-125	0.724	30	
Thallium	46.4	1.00	mg/kg	49.73	ND	93.3	75-125	1.44	30	
Vanadium	70.3	1.00	mg/kg	50.10	24.7	91.0	75-125	1.19	30	
Zinc	105	5.00	mg/kg	50.30	58.4	93.6	75-125	1.40	30	
Batch BJ53008 - EPA 3010A										
Blank Prepared & Analyzed: 10/29/15										
Antimony	ND	0.020	mg/L							
Arsenic	ND	0.010	mg/L							
Barium	ND	0.010	mg/L							
Beryllium	ND	0.005	mg/L							
Cadmium	ND	0.005	mg/L							
Chromium	ND	0.010	mg/L							
Cobalt	ND	0.010	mg/L							
Copper	ND	0.010	mg/L							
Lead	ND	0.010	mg/L							
Molybdenum	ND	0.010	mg/L							
Nickel	ND	0.010	mg/L							
Selenium	ND	0.010	mg/L							
Silver	ND	0.010	mg/L							



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ53008 - EPA 3010A										
Thallium	ND	0.010	mg/L							
Vanadium	ND	0.010	mg/L							
Zinc	ND	0.020	mg/L							
LCS Prepared & Analyzed: 10/29/15										
Antimony	0.493	0.020	mg/L	0.5002		98.5	60-129			
Arsenic	0.502	0.010	mg/L	0.4992		101	85-115			
Barium	0.514	0.010	mg/L	0.5026		102	85-115			
Beryllium	0.098	0.005	mg/L	0.09980		98.6	85-115			
Cadmium	0.202	0.005	mg/L	0.2000		101	85-115			
Chromium	0.507	0.010	mg/L	0.4966		102	85-115			
Cobalt	0.208	0.010	mg/L	0.1998		104	85-115			
Copper	0.486	0.010	mg/L	0.5000		97.3	85-115			
Lead	0.517	0.010	mg/L	0.4992		104	85-115			
Molybdenum	0.206	0.010	mg/L	0.1998		103	85-115			
Nickel	0.520	0.010	mg/L	0.5014		104	85-115			
Selenium	0.511	0.010	mg/L	0.4976		103	85-115			
Silver	0.049	0.010	mg/L	0.04980		99.2	85-115			
Thallium	0.520	0.010	mg/L	0.4986		104	85-115			
Vanadium	0.199	0.010	mg/L	0.2014		98.8	85-115			
Zinc	0.519	0.020	mg/L	0.4994		104	85-115			
Matrix Spike Source: 1510239-19 Prepared & Analyzed: 10/29/15										
Antimony	0.485	0.020	mg/L	0.5002	ND	97.0	53-128			
Arsenic	0.493	0.010	mg/L	0.4992	ND	98.8	80-120			
Barium	0.515	0.010	mg/L	0.5026	ND	102	80-120			
Beryllium	0.098	0.005	mg/L	0.09980	ND	97.9	80-120			
Cadmium	0.203	0.005	mg/L	0.2000	ND	101	80-120			
Chromium	0.505	0.010	mg/L	0.4966	ND	102	80-120			
Cobalt	0.206	0.010	mg/L	0.1998	ND	103	80-120			
Copper	0.480	0.010	mg/L	0.5000	ND	96.1	80-120			
Lead	0.514	0.010	mg/L	0.4992	ND	103	80-120			
Molybdenum	0.204	0.010	mg/L	0.1998	ND	102	80-120			
Nickel	0.518	0.010	mg/L	0.5014	ND	103	80-120			
Selenium	0.502	0.010	mg/L	0.4976	ND	101	80-120			
Silver	0.049	0.010	mg/L	0.04980	ND	97.5	80-120			
Thallium	0.510	0.010	mg/L	0.4986	ND	102	80-120			
Vanadium	0.198	0.010	mg/L	0.2014	ND	98.2	80-120			
Zinc	0.526	0.020	mg/L	0.4994	0.008	104	80-120			
Matrix Spike Dup Source: 1510239-19 Prepared & Analyzed: 10/29/15										
Antimony	0.489	0.020	mg/L	0.5002	ND	97.8	53-128	0.804	20	
Arsenic	0.497	0.010	mg/L	0.4992	ND	99.5	80-120	0.748	20	



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/03/15
 Submitted: 10/27/15
PLS Report No.: 1510239

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BJ53008 - EPA 3010A										
Barium	0.511	0.010	mg/L	0.5026	ND	102	80-120	0.661	20	
Beryllium	0.098	0.005	mg/L	0.09980	ND	97.9	80-120	0.0278	20	
Cadmium	0.200	0.005	mg/L	0.2000	ND	100	80-120	1.34	20	
Chromium	0.505	0.010	mg/L	0.4966	ND	102	80-120	0.00384	20	
Cobalt	0.207	0.010	mg/L	0.1998	ND	104	80-120	0.362	20	
Copper	0.483	0.010	mg/L	0.5000	ND	96.6	80-120	0.519	20	
Lead	0.513	0.010	mg/L	0.4992	ND	103	80-120	0.0307	20	
Molybdenum	0.205	0.010	mg/L	0.1998	ND	103	80-120	0.673	20	
Nickel	0.516	0.010	mg/L	0.5014	ND	103	80-120	0.352	20	
Selenium	0.501	0.010	mg/L	0.4976	ND	101	80-120	0.148	20	
Silver	0.049	0.010	mg/L	0.04980	ND	98.9	80-120	1.44	20	
Thallium	0.515	0.010	mg/L	0.4986	ND	103	80-120	0.940	20	
Vanadium	0.199	0.010	mg/L	0.2014	ND	98.7	80-120	0.441	20	
Zinc	0.514	0.020	mg/L	0.4994	0.008	101	80-120	2.32	20	
Batch BJ52911 - EPA 7471A										
Blank Prepared & Analyzed: 10/28/15										
Mercury	ND	0.100	mg/kg							
LCS Prepared & Analyzed: 10/28/15										
Mercury	0.810	0.100	mg/kg	0.8367		96.8	80-120			
Matrix Spike Source: 1510239-10 Prepared & Analyzed: 10/28/15										
Mercury	0.854	0.100	mg/kg	0.8367	0.0270	98.8	75-125			
Matrix Spike Dup Source: 1510239-10 Prepared & Analyzed: 10/28/15										
Mercury	0.863	0.100	mg/kg	0.8367	0.0270	99.9	75-125	1.08	25	
Batch BJ52917 - EPA 245.1										
Blank Prepared & Analyzed: 10/29/15										
Mercury	ND	0.001	mg/L							
LCS Prepared & Analyzed: 10/29/15										
Mercury	0.005	0.001	mg/L	0.005020		97.6	85-115			
Duplicate Source: 1510239-19 Prepared & Analyzed: 10/29/15										
Mercury	ND	0.001	mg/L		ND				20	
Matrix Spike Source: 1510239-19 Prepared & Analyzed: 10/29/15										
Mercury	0.005	0.001	mg/L	0.005020	ND	98.2	80-120			



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Cardno ATC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

File #:73399

Report Date: 11/03/15

Submitted: 10/27/15

PLS Report No.: 1510239

Project: Lemonwood

Notes and Definitions

V-2 Out-of-Range recovery was due to sample Heterogeneity.
NA Not Applicable
ND Analyte NOT DETECTED at or above the detection limit
NR Not Reported
MDL Method Detection Limit
PQL Practical Quantitation Limit

Environmental Laboratory Accreditation Program Certificate No. 1131, Mobile Lab No. 2534, LACSD No. 10138

A handwritten signature in black ink, appearing to read 'Greg Buchanan', is written over a horizontal line. Below the line, the name 'Greg Buchanan' is printed in a smaller font.

Authorized Signature(s)



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 10/26/15 PAGE 1 OF 7
 LOG BOOK NO. FILE NO. LAB NO. 610239

CLIENT NAME: Casino ATC Project Name/No. Cementwood
 AIRBILL NO.:
 ADDRESS: 25 Superior Circle, Monterey Park
 COOLER TEMP: 4.0°C
 PROJECT MANAGER: Greg Buchner PHONE NO: FAX NO:
 PRESERVED:
 SAMPLER NAME: Melissa Smith (Signature)
 REMARKS: TEMP. SLAM 4.0°C
 TAT (Analytical Turn Around Time) 0 = Same day; 1 = 24 Hour; 2 = 48 Hour; (Etc.) N = NORMAL

CONTAINER TYPES: B = Brass, E = Encore, G = Glass, P = Plastic, V = VOA Vial, O = Other.
 UST Project: Y N - Global ID#
 ANALYSES REQUESTED:
 OCP 8081A
 TPH 8015B
 Metals (0010B)

SAMPLE NO.	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX			TAT	CONTAINER		
				WATER	SOIL	SLUDGE		OTHER	#	TYPE
1	10/26/15	1030	SB-1e 0.5'		X			2	1	G
2		1035	SB-1e 2'							
3		1053	SB-1e 5'							
4		1122	SB-2e 0.5'							
5		1127	SB-2e 2'							
6		1131	SB-2e 5'							
7		1150	SB-3e 0.5'							
8		1218	SB-3e 2'							
9		1222	SB-3e 5'							
10		1242	SB-4e 0.5'							

SAMPLE DISPOSITION:
 1. Samples returned to client? YES NO
 2. Samples will not be stored over 30 days, unless additional storage time is requested.
 3. Storage time requested: _____ days

Relinquished By: (Signature and Printed Name) _____ Date: 10/27/15 Time: 11:05
 Received By: (Signature and Printed Name) _____ Date: 10/27/15 Time: 13:25
 Relinquished By: (Signature and Printed Name) _____ Date: _____ Time: _____
 Received By: (Signature and Printed Name) _____ Date: _____ Time: _____

SPECIAL INSTRUCTIONS:



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 10/26/15 PAGE 2 OF 2
 LOG BOOK NO. FILE NO. LAB NO. K1029

CLIENT NAME: Cedar ATC Project Name/No. Greenwood
 ADDRESS: 25 Cipriani Circle, Monterey Park
 PROJECT MANAGER: Greg Behner PHONE NO: FAX NO:
 SAMPLER NAME: *(Signature)* (Printed)

TAT (Analytical Turn Around Time) 0 = Same day; 1 = 24 Hour; 2 = 48 Hour; (Etc) N = NORMAL
 CONTAINER TYPES: B = Brass, E = Encore, G = Glass, P = Plastic, V = VOA Vial, O = Other:
 UST Project: Y N - Global ID#

SAMPLE NO.	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX			TAT	CONTAINER		ANALYSES REQUESTED:	REMARKS:	AIRBILL NO.:	COOLER TEMP.:	PRESERVED:	REMARKS:	SAMPLE CONDITION/CONTAINER COMMENTS:
				WATER	SOIL	SLUDGE		OTHER	#							
11	10/26/15	1324	SB-4e2		X				1	G	X					
12		1335	SB-5e0.5								X					
13		1353	SB-5e2								X					
14		1404	SB-6e0.5								X					
15		1416	SB-6e2								X					
16		1429	SB-7e0.5								X					
17		1429	SB-7e0.5 DP								X					
18		1439	SB-7e2								X					
19		1455	EQ Blank								X					
20			Temp Blank								X					

Relinquished By: *(Signature)* Date: 10/27/15 Time: 1145
 Relinquished By: *(Signature)* Date: 10/27/15 Time: 1325
 Relinquished By: *(Signature)* Date: 10/27/15 Time: 1325
 SPECIAL INSTRUCTIONS: By _____ Date _____ days



781 East Washington Blvd., Los Angeles, CA 90021
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REVISED

November 12, 2015

Mr. Greg Buchanan
Cardno ATC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Report No.: 1511007
Project Name: Lemonwood

Dear Mr. Greg Buchanan,

This report contains the analytical results for the sample(s) received under chain of custody(s) by Positive Lab Service on November 02, 2015.

The test results in this report are performed in compliance with ELAP accreditation requirements for the certified parameters. The laboratory report may not be produced, except in full, without the written approval of the laboratory.

The issuance of the final Certificate of Analysis takes precedence over any previous Preliminary Report. Preliminary data should not be used for regulatory purposes. Authorized signature(s) is provided on final report only.

If you have any questions in reference to this report, please contact your Positive Lab Service coordinator.


Project Manager



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SVE-3 @ 5' Soil (1511007-01) Sampled:10/30/15 15:08 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene</i>	<i>97.5 %</i>			<i>65-131</i>		<i>EPA 5030B</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/03/15</i>	<i>lk</i>	<i>BK50331</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	3.48		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane</i>	<i>116 %</i>			<i>69-148</i>		<i>EPA 3546</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/04/15</i>	<i>lk</i>	<i>BK50431</i>

Sample ID: SVE-3 Water (1511007-02) Sampled:10/30/15 15:55 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Dichlorodifluoromethane (FC-12)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Chloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Vinyl chloride (Chloroethylene)	ND		1	ug/l	0.500	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromomethane (Methyl bromide)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Chloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Trichlorofluoromethane (FC-11)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1-Dichloroethene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Acetone	ND		1	ug/l	10.0	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Carbon disulfide	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Methylene chloride (Dichloromethane)	ND		1	ug/l	2.50	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Tert-butyl alcohol	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
trans-1,2-Dichloroethene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Methyl tert-butyl ether (MTBE)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1-Dichloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Vinyl acetate	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
DI-isopropyl ether	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Ethyl tert-butyl ether	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
2,2-Dichloropropane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
cis-1,2-Dichloroethene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
2-Butanone (MEK)	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromochloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Chloroform	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1,1-Trichloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Carbon tetrachloride	ND		1	ug/l	0.500	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1-Dichloropropene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Benzene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dichloroethane	ND		1	ug/l	0.500	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Tert-amyl methyl ether	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Trichloroethene (TCE)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dichloropropane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Dibromomethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,4-Dioxane	ND		1	ug/l	20.0	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromodichloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
2-Chloroethyl vinyl ether	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
cis-1,3-Dichloropropene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
4-Methyl-2-pentanone (MIBK)	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Toluene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
trans-1,3-Dichloropropene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID:	SVE-3	Water	(1511007-02)	Sampled:10/30/15	15:55	Received:11/02/15	14:20			
1,1,2-Trichloroethane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Tetrachloroethene (PCE)	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,3-Dichloropropane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
2-Hexanone (MBK)	ND	1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Dibromochloromethane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dibromoethane (EDB)	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Chlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1,1,2-Tetrachloroethane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Ethylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
m,p-Xylene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
o-Xylene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Styrene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromoform (Tribromomethane)	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Isopropylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1,2,2-Tetrachloroethane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,3-Trichloropropane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
n-Propylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
2-Chlorotoluene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
4-Chlorotoluene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,3,5-Trimethylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
tert-Butylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,4-Trimethylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
sec-Butylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,3-Dichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
4-Isopropyltoluene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,4-Dichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
n-Butylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,3-Trichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dibromo-3-chloropropane (DBCP)	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,4-Trichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Hexachlorobutadiene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Naphthalene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Surrogate: Dibromofluoromethane	91.6 %			65-117	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Surrogate: Toluene-d8	99.8 %			80-120	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Surrogate: 4-Bromofluorobenzene	98.5 %			80-120	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518

Sample ID:	SVE-1@ 5'	Soil	(1511007-03)	Sampled:10/30/15	16:27	Received:11/02/15	14:20			
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	109 %			65-131		EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
Surrogate: n-Tetracosane	114 %			69-148		EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431

Sample ID:	SVE-2 @ 5'	Soil	(1511007-04)	Sampled:10/30/15	16:49	Received:11/02/15	14:20			
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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Sample ID: SVE-2 @ 5' Soil (1511007-04) Sampled:10/30/15 16:49 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene</i>	<i>111 %</i>			<i>65-131</i>		<i>EPA 5030B</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/03/15</i>	<i>lk</i>	<i>BK50331</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane</i>	<i>102 %</i>			<i>69-148</i>		<i>EPA 3546</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/04/15</i>	<i>lk</i>	<i>BK50431</i>
Sample ID: SB-5 @ 5' Soil (1511007-05) Sampled:11/02/15 17:01 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene</i>	<i>96.7 %</i>			<i>65-131</i>		<i>EPA 5030B</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/03/15</i>	<i>lk</i>	<i>BK50331</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane</i>	<i>105 %</i>			<i>69-148</i>		<i>EPA 3546</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/04/15</i>	<i>lk</i>	<i>BK50431</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>	<i>111 %</i>			<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>ai</i>	<i>BK50501</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>135 %</i>			<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>ai</i>	<i>BK50501</i>
Sample ID: SB-7 @ 5' Soil (1511007-06) Sampled:10/30/15 17:08 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-7 @ 5' Soil (1511007-06) Sampled:10/30/15 17:08 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
<i>Surrogate: a,a,a-Trifluorotoluene 108 % 65-131 EPA 5030B EPA 8015B 11/03/15 11/03/15 lk BK50331</i>										
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane 112 % 69-148 EPA 3546 EPA 8015B 11/03/15 11/04/15 lk BK50431</i>										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDE	35.1		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDT	15.8		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 97.5 % 55-126 EPA 3546 EPA 8081A 11/04/15 11/05/15 ai BK50501</i>										
<i>Surrogate: Decachlorobiphenyl 92.2 % 49-133 EPA 3546 EPA 8081A 11/04/15 11/05/15 ai BK50501</i>										
Sample ID: SB-6 @ 5' Soil (1511007-07) Sampled:10/30/15 17:24 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene 96.9 % 65-131 EPA 5030B EPA 8015B 11/03/15 11/03/15 lk BK50331</i>										
TPH C13 - C22	2.78		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane 108 % 69-148 EPA 3546 EPA 8015B 11/03/15 11/04/15 lk BK50431</i>										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

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Project: Lemonwood

Sample ID: SB-6 @ 5' Soil (1511007-07) Sampled: 10/30/15 17:24 Received: 11/02/15 14:20											
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	9.34		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDE	81.7		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDT	57.1		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: 2,4,5,6 Tetrachloro-m-xylene				93.8 %	55-126	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: Decachlorobiphenyl				97.2 %	49-133	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501

Sample ID: SB-4 @ 5' Soil (1511007-08) Sampled: 10/30/15 17:33 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene				90.5 %	65-131	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
Surrogate: n-Tetracosane				105 %	69-148	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	9.69		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDE	107		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDT	41.6		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501



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File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-4 @ 5' Soil (1511007-08) Sampled:10/30/15 17:33 Received:11/02/15 14:20											
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	96.0 %				55-126	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: Decachlorobiphenyl	103 %				49-133	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501

Sample ID: SB-8 @ 0.5' Soil (1511007-09) Sampled:10/30/15 17:43 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	104 %				65-131	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
TPH C13 - C22	2.82		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
Surrogate: n-Tetracosane	102 %				69-148	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	ND		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/09/15	ai	BK50501
4,4'-DDE	439		5	ug/kg	80.0	EPA 3546 EPA 8081A	11/04/15	11/09/15	ai	BK50501
4,4'-DDT	361		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/09/15	ai	BK50501
Dieldrin	8.77		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	75.5 %				55-126	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: Decachlorobiphenyl	56.4 %				49-133	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501

Sample ID: SB-8 @ 2' Soil (1511007-10) Sampled:10/30/15 17:45 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	101 %				65-131	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

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Sample ID: SB-8 @ 2' Soil (1511007-10) Sampled: 10/30/15 17:45 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	70.7		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane 107 % 69-148 EPA 3546 EPA 8015B 11/03/15 11/04/15 lk BK50431</i>										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	74.8		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/09/15	ai	BK50501
4,4'-DDE	431		5	ug/kg	80.0	EPA 3546 EPA 8081A	11/04/15	11/09/15	ai	BK50501
4,4'-DDT	241		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/09/15	ai	BK50501
Dieldrin	8.50		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol 145 % 55-126 EPA 3546 EPA 8081A 11/04/15 11/05/15 ai BK50501</i>										
<i>Surrogate: Decachlorobiphenyl 100 % 49-133 EPA 3546 EPA 8081A 11/04/15 11/05/15 ai BK50501</i>										
Sample ID: SB-8 @ 5' Soil (1511007-11) Sampled: 10/30/15 17:50 Received: 11/02/15 14:20										
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene 100 % 65-131 EPA 5030B EPA 8015B 11/03/15 11/03/15 lk BK50331</i>										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501



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File #: 73399
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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

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Project: Lemonwood

Sample ID:	SB-8 @ 5' Soil	(1511007-11)	Sampled: 10/30/15 17:50	Received: 11/02/15 14:20							
4,4'-DDE	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
4,4'-DDT	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Dieldrin	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endrin	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501	
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/07/15	ai	BK50501	
Toxaphene	ND	1	ug/kg	120	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene		85.4 %		55-126	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Surrogate: Decachlorobiphenyl		83.8 %		49-133	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501	

Sample ID:	SB-9 @ 0.5' Soil	(1511007-12)	Sampled: 10/30/15 17:57	Received: 11/02/15 14:20							
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331	
Surrogate: a,a,a-Trifluorotoluene		87.1 %		65-131		EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C13 - C22	5.18		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431	
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431	
Surrogate: n-Tetracosane		109 %		69-148		EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
4,4'-DDT	8.55		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501	
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/07/15	ai	BK50501	



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File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

REVISED

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

Sample ID: SB-9 @ 0.5' Soil (1511007-12) Sampled: 10/30/15 17:57 Received: 11/02/15 14:20											
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	95.6 %				55-126	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Surrogate: Decachlorobiphenyl	92.1 %				49-133	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Antimony	ND		1	mg/kg	2.50	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Arsenic	2.73		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Barium	126		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Beryllium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Cadmium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Chromium	14.7		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Cobalt	3.40		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Copper	8.25		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Lead	4.51		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Molybdenum	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Nickel	11.9		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Selenium	1.01		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Silver	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Thallium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Vanadium	19.2		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Zinc	25.9		1	mg/kg	5.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Mercury	ND		1	mg/kg	0.100	EPA 7471A	EPA 7471A	11/03/15	11/04/15	cg	BK50433
Sample ID: SB-9 @ 2' Soil (1511007-13) Sampled: 10/30/15 18:00 Received: 11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	109 %				65-131	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	6.75		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/03/15	11/05/15	lk	BK50431
Surrogate: n-Tetracosane	108 %				69-148	EPA 3546	EPA 8015B	11/03/15	11/05/15	lk	BK50431
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	108		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/06/15	ai	BK50501
4,4'-DDE	855		5	ug/kg	80.0	EPA 3546	EPA 8081A	11/04/15	11/06/15	ai	BK50501
4,4'-DDT	309		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/06/15	ai	BK50501
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/06/15	ai	BK50501



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File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

REVISED

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-9 @ 2' Soil (1511007-13) Sampled:10/30/15 18:00 Received:11/02/15 14:20											
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/04/15	11/06/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/04/15	11/05/15	ai	BK50501
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>	<i>89.9 %</i>				<i>55-126</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>ai</i>	<i>BK50501</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>92.7 %</i>				<i>49-133</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>ai</i>	<i>BK50501</i>

Sample ID: SB-9 @ 5' Soil (1511007-14) Sampled:10/30/15 18:06 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene</i>	<i>96.9 %</i>				<i>65-131</i>	<i>EPA 5030B EPA 8015B</i>	<i>11/03/15</i>	<i>11/03/15</i>	<i>lk</i>	<i>BK50331</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
<i>Surrogate: n-Tetracosane</i>	<i>100 %</i>				<i>69-148</i>	<i>EPA 3546 EPA 8015B</i>	<i>11/03/15</i>	<i>11/04/15</i>	<i>lk</i>	<i>BK50431</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDE	33.7		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
4,4'-DDT	16.8		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/04/15	11/05/15	ai	BK50501
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>	<i>77.3 %</i>				<i>55-126</i>	<i>EPA 3546 EPA 8081A</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>ai</i>	<i>BK50501</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>79.0 %</i>				<i>49-133</i>	<i>EPA 3546 EPA 8081A</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>ai</i>	<i>BK50501</i>

Sample ID: SB-10 @ 0.5' Soil (1511007-15) Sampled:10/30/15 18:10 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-10 @ 0.5' Soil (1511007-15) Sampled:10/30/15 18:10 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
<i>Surrogate: a,a,a-Trifluorotoluene</i> 88.7 % 65-131 EPA 5030B EPA 8015B 11/03/15 11/03/15 lk BK50331										
TPH C13 - C22	2.95		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
<i>Surrogate: n-Tetracosane</i> 105 % 69-148 EPA 3546 EPA 8015B 11/03/15 11/05/15 lk BK50431										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i> 91.6 % 55-126 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935										
<i>Surrogate: Decachlorobiphenyl</i> 98.1 % 49-133 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935										
Sample ID: SB-10 @ 2' Soil (1511007-16) Sampled:10/30/15 18:14 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene</i> 91.8 % 65-131 EPA 5030B EPA 8015B 11/03/15 11/03/15 lk BK50331										
TPH C13 - C22	13.6		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C23 - C32	115		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/05/15	lk	BK50431
<i>Surrogate: n-Tetracosane</i> 113 % 69-148 EPA 3546 EPA 8015B 11/03/15 11/05/15 lk BK50431										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-10 @ 2' Soil (1511007-16) Sampled:10/30/15 18:14 Received:11/02/15 14:20											
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	71.7		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDE	411		5	ug/kg	80.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDT	112		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
Dieldrin	8.24		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
<hr/>											
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	92.4 %				55-126	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: Decachlorobiphenyl	85.7 %				49-133	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935

Sample ID: SB-10 @ 5' Soil (1511007-17) Sampled:10/30/15 18:19 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	85.3 %				65-131	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
<hr/>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
Surrogate: n-Tetracosane	104 %				69-148	EPA 3546 EPA 8015B	11/03/15	11/04/15	lk	BK50431
<hr/>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	15.9		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	69.9		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDT	24.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-10 @ 5' Soil (1511007-17) Sampled:10/30/15 18:19 Received:11/02/15 14:20											
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	84.3 %				55-126	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: Decachlorobiphenyl	72.9 %				49-133	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Sample ID: SB-11 @ 0.5' Soil (1511007-18) Sampled:10/30/15 18:24 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	93.7 %				65-131	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	9.41		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
Surrogate: n-Tetracosane	95.8 %				69-148	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	64.5		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDE	568		5	ug/kg	80.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDT	276		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
Dieldrin	12.6		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	75.7 %				55-126	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: Decachlorobiphenyl	56.5 %				49-133	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Antimony	ND		1	mg/kg	2.50	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Arsenic	4.18		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Barium	89.0		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Beryllium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432
Cadmium	ND		1	mg/kg	1.00	EPA 3050B	EPA 6010B	11/03/15	11/04/15	CG	BK50432



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

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Sample ID:	SB-11 @ 0.5' Soil	(1511007-18)	Sampled:10/30/15 18:24	Received:11/02/15 14:20						
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Chromium	16.3		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Cobalt	5.44		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Copper	15.3		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Lead	11.1		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Molybdenum	1.59		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Nickel	14.9		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Selenium	ND		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Silver	ND		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Thallium	ND		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Vanadium	24.8		1	mg/kg	1.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Zinc	59.3		1	mg/kg	5.00	EPA 3050B EPA 6010B	11/03/15	11/04/15	CG	BK50432
Mercury	ND		1	mg/kg	0.100	EPA 7471A EPA 7471A	11/03/15	11/04/15	cg	BK50433
Sample ID:	SB-11 @ 2' Soil	(1511007-19)	Sampled:10/30/15 18:26	Received:11/02/15 14:20						
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
Surrogate: a,a,a-Trifluorotoluene	93.9 %			65-131		EPA 5030B EPA 8015B	11/03/15	11/03/15	lk	BK50331
TPH C13 - C22	70.0		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	480		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
Surrogate: n-Tetracosane	105 %			69-148		EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	86.5		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDE	1180		5	ug/kg	80.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDT	985		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
Dieldrin	35.3		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	88.3 %			55-126		EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: Decachlorobiphenyl	86.4 %			49-133		EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

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File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

REVISED

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

Sample ID: SB-11 @ 5' Soil (1511007-20) Sampled:10/30/15 18:30 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/03/15	11/03/15	lk	BK50331
<i>Surrogate: a,a,a-Trifluorotoluene</i>	87.8 %			65-131		<i>EPA 5030B</i>	<i>EPA 8015B</i>	<i>11/03/15</i>	<i>11/03/15</i>	<i>lk</i>	<i>BK50331</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	21.9		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	196		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane</i>	101 %			69-148		<i>EPA 3546</i>	<i>EPA 8015B</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>lk</i>	<i>BK50443</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol</i>	90.6 %			55-126		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/05/15</i>	<i>11/06/15</i>	<i>ai</i>	<i>BK50935</i>
<i>Surrogate: Decachlorobiphenyl</i>	81.4 %			49-133		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/05/15</i>	<i>11/06/15</i>	<i>ai</i>	<i>BK50935</i>
Sample ID: SB-12 @ 0.5' Soil (1511007-21) Sampled:10/30/15 18:36 Received:11/02/15 14:20											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/04/15	11/04/15	lk	BK50428
<i>Surrogate: a,a,a-Trifluorotoluene</i>	92.0 %			65-131		<i>EPA 5030B</i>	<i>EPA 8015B</i>	<i>11/04/15</i>	<i>11/04/15</i>	<i>lk</i>	<i>BK50428</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	14.4		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	111		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane</i>	90.3 %			69-148		<i>EPA 3546</i>	<i>EPA 8015B</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>lk</i>	<i>BK50443</i>
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX: (323) 517-9781

REVISED

Project: Lemonwood

Sample ID:	SB-12 @ 0.5' Soil	(1511007-21)	Sampled:	10/30/15 18:36	Received:	11/02/15 14:20					
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4' -DDD	379		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4' -DDE	763		5	ug/kg	80.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4' -DDT	61.5		5	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
Dieldrin	9.21		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i> 88.4 % 55-126 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935											
<i>Surrogate: Decachlorobiphenyl</i> 95.2 % 49-133 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935											

Sample ID:	SB-12 @ 2' Soil	(1511007-22)	Sampled:	10/30/15 18:38	Received:	11/02/15 14:20					
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428	
<i>Surrogate: a,a,a-Trifluorotoluene</i> 75.6 % 65-131 EPA 5030B EPA 8015B 11/04/15 11/04/15 lk BK50428											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C13 - C22	36.1		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443	
TPH C23 - C32	285		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443	
<i>Surrogate: n-Tetracosane</i> 86.0 % 69-148 EPA 3546 EPA 8015B 11/04/15 11/05/15 lk BK50443											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
4,4' -DDD	122		10	ug/kg	80.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935	
4,4' -DDE	1530		10	ug/kg	160	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935	
4,4' -DDT	1260		10	ug/kg	80.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935	
Dieldrin	32.6		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-12 @ 2' Soil (1511007-22) Sampled: 10/30/15 18:38 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 86.1 % 55-126 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
<i>Surrogate: Decachlorobiphenyl 83.7 % 49-133 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
Sample ID: SB-12 @ 5' Soil (1511007-23) Sampled: 10/30/15 18:44 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
<i>Surrogate: a,a,a-Trifluorotoluene 95.7 % 65-131 EPA 5030B EPA 8015B 11/04/15 11/04/15 lk BK50428</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	2.72		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane 101 % 69-148 EPA 3546 EPA 8015B 11/04/15 11/05/15 lk BK50443</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 102 % 55-126 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
<i>Surrogate: Decachlorobiphenyl 89.5 % 49-133 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
Sample ID: SB-13 @ 0.5' Soil (1511007-24) Sampled: 10/30/15 18:49 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
<i>Surrogate: a,a,a-Trifluorotoluene 72.1 % 65-131 EPA 5030B EPA 8015B 11/04/15 11/04/15 lk BK50428</i>										



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Sample ID: SB-13 @ 0.5' Soil (1511007-24) Sampled:10/30/15 18:49 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	3.87		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane 89.6 % 69-148 EPA 3546 EPA 8015B 11/04/15 11/05/15 lk BK50443</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	375		5	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDE	989		5	ug/kg	80.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDT	46.4		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol 76.3 % 55-126 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
<i>Surrogate: Decachlorobiphenyl 85.8 % 49-133 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
Sample ID: SB-13 @ 2' Soil (1511007-25) Sampled:10/30/15 18:51 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
<i>Surrogate: a,a,a-Trifluorotoluene 88.4 % 65-131 EPA 5030B EPA 8015B 11/04/15 11/04/15 lk BK50428</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	3.44		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane 87.3 % 69-148 EPA 3546 EPA 8015B 11/04/15 11/05/15 lk BK50443</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID:	SB-13 @ 2'	Soil (1511007-25)	Sampled:10/30/15 18:51			Received:11/02/15 14:20					
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	185		10	ug/kg	80.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDE	1490		10	ug/kg	160	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDT	1360		10	ug/kg	80.0	EPA 3546	EPA 8081A	11/05/15	11/09/15	ai	BK50935
Dieldrin	31.1		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>		84.6 %			55-126	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: Decachlorobiphenyl</i>		88.7 %			49-133	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935

Sample ID:	SB-13 @ 5'	Soil (1511007-26)	Sampled:10/30/15 18:56			Received:11/02/15 14:20					
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B	EPA 8015B	11/04/15	11/04/15	lk	BK50428
<i>Surrogate: a,a,a-Trifluorotoluene</i>		75.6 %			65-131	EPA 5030B	EPA 8015B	11/04/15	11/04/15	lk	BK50428
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane</i>		95.3 %			69-148	EPA 3546	EPA 8015B	11/04/15	11/05/15	lk	BK50443
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-13 @ 5' Soil (1511007-26) Sampled:10/30/15 18:56 Received:11/02/15 14:20											
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	93.5 %				55-126	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: Decachlorobiphenyl	81.3 %				49-133	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935

Sample ID: SB-14 @ 0.5' Soil (1511007-27) Sampled:10/30/15 19:02 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
Surrogate: a,a,a-Trifluorotoluene	73.6 %				65-131	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	36.5		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	328		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
Surrogate: n-Tetracosane	101 %				69-148	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	12.5		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	132		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDT	116		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	83.9 %				55-126	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Surrogate: Decachlorobiphenyl	71.6 %				49-133	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935

Sample ID: SB-14 @ 2' Soil (1511007-28) Sampled:10/30/15 19:02 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
Surrogate: a,a,a-Trifluorotoluene	67.6 %				65-131	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	11.9		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443



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Certificate of Analysis

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Sample ID: SB-14 @ 2' Soil (1511007-28) Sampled: 10/30/15 19:02 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C23 - C32	123		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane 94.4 % 69-148 EPA 3546 EPA 8015B 11/04/15 11/05/15 lk BK50443</i>										
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	37.6		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	987		10	ug/kg	160	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
4,4'-DDT	628		10	ug/kg	80.0	EPA 3546 EPA 8081A	11/05/15	11/09/15	ai	BK50935
Dieldrin	20.7		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol 82.0 % 55-126 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
<i>Surrogate: Decachlorobiphenyl 71.4 % 49-133 EPA 3546 EPA 8081A 11/05/15 11/06/15 ai BK50935</i>										
Sample ID: SB-14 @ 0.5' DUP Soil (1511007-29) Sampled: 10/30/15 19:10 Received: 11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428
<i>Surrogate: a,a,a-Trifluorotoluene 75.2 % 65-131 EPA 5030B EPA 8015B 11/04/15 11/04/15 lk BK50428</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
TPH C13 - C22	26.8		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C23 - C32	238		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443
<i>Surrogate: n-Tetracosane 102 % 69-148 EPA 3546 EPA 8015B 11/04/15 11/05/15 lk BK50443</i>										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDD	11.5		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935
4,4'-DDE	133		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID:	SB-14 @ 0.5' DUP	Soil	(1511007-29)	Sampled:10/30/15 19:10	Received:11/02/15 14:20						
4,4'-DDT		67.7		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Dieldrin		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan I		ND		1 ug/kg	16.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan II		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endosulfan sulfate		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Technical Chlordane		ND		1 ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin aldehyde		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Endrin ketone		ND		1 ug/kg	24.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Heptachlor epoxide		ND		1 ug/kg	8.00	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Methoxychlor		ND		1 ug/kg	40.0	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
Toxaphene		ND		1 ug/kg	120	EPA 3546	EPA 8081A	11/05/15	11/06/15	ai	BK50935
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol</i>		<i>88.8 %</i>			<i>55-126</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/05/15</i>	<i>11/06/15</i>	<i>ai</i>	<i>BK50935</i>
<i>Surrogate: Decachlorobiphenyl</i>		<i>81.2 %</i>			<i>49-133</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>11/05/15</i>	<i>11/06/15</i>	<i>ai</i>	<i>BK50935</i>
Sample ID:	SB-14 @ 5'	Soil	(1511007-30)	Sampled:10/30/15 19:15	Received:11/02/15 14:20						
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C4 - C12	ND		1	mg/kg	0.500	EPA 5030B EPA 8015B	11/04/15	11/04/15	lk	BK50428	
<i>Surrogate: a,a,a-Trifluorotoluene</i>		<i>85.3 %</i>			<i>65-131</i>	<i>EPA 5030B EPA 8015B</i>	<i>11/04/15</i>	<i>11/04/15</i>	<i>lk</i>	<i>BK50428</i>	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
TPH C13 - C22	ND		1	mg/kg	2.50	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443	
TPH C23 - C32	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443	
TPH C33 - C36	ND		1	mg/kg	100	EPA 3546 EPA 8015B	11/04/15	11/05/15	lk	BK50443	
<i>Surrogate: n-Tetracosane</i>		<i>89.6 %</i>			<i>69-148</i>	<i>EPA 3546 EPA 8015B</i>	<i>11/04/15</i>	<i>11/05/15</i>	<i>lk</i>	<i>BK50443</i>	
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
gamma-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
4,4'-DDD	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
4,4'-DDE	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
4,4'-DDT	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Dieldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	
Toxaphene	ND		1	ug/kg	120	EPA 3546 EPA 8081A	11/05/15	11/06/15	ai	BK50935	



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

REVISED

Project: Lemonwood

Sample ID: SB-14 @ 5' Soil (1511007-30) Sampled:10/30/15 19:15 Received:11/02/15 14:20										
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	85.7 %			55-126		EPA 3546	EPA 8081A	11/05/15	11/06/15	al BK50935
Surrogate: Decachlorobiphenyl	74.3 %			49-133		EPA 3546	EPA 8081A	11/05/15	11/06/15	al BK50935
Sample ID: Trip Blank Water (1511007-31) Sampled:10/30/15 00:00 Received:11/02/15 14:20										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By Batch
Dichlorodifluoromethane (FC-12)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Chloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Vinyl chloride (Chloroethylene)	ND		1	ug/l	0.500	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Bromomethane (Methyl bromide)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Chloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Trichlorofluoromethane (FC-11)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,1-Dichloroethene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Acetone	ND		1	ug/l	10.0	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Carbon disulfide	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Methylene chloride (Dichloromethane)	ND		1	ug/l	2.50	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Tert-butyl alcohol	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
trans-1,2-Dichloroethene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Methyl tert-butyl ether (MTBE)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,1-Dichloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Vinyl acetate	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Di-isopropyl ether	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Ethyl tert-butyl ether	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
2,2-Dichloropropane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
cis-1,2-Dichloroethene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
2-Butanone (MEK)	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Bromochloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Chloroform	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,1,1-Trichloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Carbon tetrachloride	ND		1	ug/l	0.500	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,1-Dichloropropene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Benzene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,2-Dichloroethane	ND		1	ug/l	0.500	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Tert-amyl methyl ether	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Trichloroethene (TCE)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,2-Dichloropropane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Dibromomethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,4-Dioxane	ND		1	ug/l	20.0	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Bromodichloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
2-Chloroethyl vinyl ether	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
cis-1,3-Dichloropropene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
4-Methyl-2-pentanone (MIBK)	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Toluene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
trans-1,3-Dichloropropene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,1,2-Trichloroethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Tetrachloroethene (PCE)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,3-Dichloropropane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
2-Hexanone (MBK)	ND		1	ug/l	5.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Dibromochloromethane	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
1,2-Dibromoethane (EDB)	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518
Chlorobenzene	ND		1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb BK50518



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

REVISED

Project: Lemonwood

Sample ID:	Trip Blank	Water (1511007-31)	Sampled: 10/30/15 00:00			Received: 11/02/15 14:20				
1,1,1,2-Tetrachloroethane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Ethylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
m,p-Xylene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
o-Xylene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Styrene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromoform (Tribromomethane)	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Isopropylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Bromobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,1,1,2-Tetrachloroethane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,3-Trichloropropane	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
n-Propylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
2-Chlorotoluene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
4-Chlorotoluene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,3,5-Trimethylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
tert-Butylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,4-Trimethylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
sec-Butylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,3-Dichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
4-Isopropyltoluene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,4-Dichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
n-Butylbenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,3-Trichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2-Dibromo-3-chloropropane (DBCP)	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
1,2,4-Trichlorobenzene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Hexachlorobutadiene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Naphthalene	ND	1	ug/l	1.00	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
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Surrogate: Dibromofluoromethane	90.1 %			65-117	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Surrogate: Toluene-d8	95.9 %			80-120	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518
Surrogate: 4-Bromofluorobenzene	94.4 %			80-120	EPA 5030B	EPA 8260B	11/04/15	11/04/15	mb	BK50518



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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50331 - EPA 5030B										
Blank Prepared & Analyzed: 11/03/15										
TPH C4 - C12	ND	0.500	mg/kg							
Surrogate: a,a,a-Trifluorotoluene	0.0277		mg/kg	0.03000		92.3	65-131			
LC5 Prepared & Analyzed: 11/03/15										
Gasoline	0.815	0.500	mg/kg	0.9096		89.6	69-116			
Matrix Spike Source: 1511007-01 Prepared & Analyzed: 11/03/15										
Gasoline	1.60	0.500	mg/kg	1.819	ND	87.8	57-121			
Matrix Spike Dup Source: 1511007-01 Prepared & Analyzed: 11/03/15										
Gasoline	1.65	0.500	mg/kg	1.819	ND	90.8	57-121	3.32	30	
Batch BK50428 - EPA 5030B										
Blank Prepared & Analyzed: 11/04/15										
TPH C4 - C12	ND	0.500	mg/kg							
Surrogate: a,a,a-Trifluorotoluene	0.0286		mg/kg	0.03000		95.3	65-131			
LC5 Prepared & Analyzed: 11/04/15										
Gasoline	0.760	0.500	mg/kg	0.9096		83.6	69-116			
Matrix Spike Source: 1511015-05 Prepared & Analyzed: 11/04/15										
Gasoline	1.33	0.500	mg/kg	1.819	ND	73.1	57-121			
Matrix Spike Dup Source: 1511015-05 Prepared & Analyzed: 11/04/15										
Gasoline	1.24	0.500	mg/kg	1.819	ND	68.3	57-121	6.80	30	
Batch BK50431 - EPA 3546										
Blank Prepared & Analyzed: 11/03/15										
TPH C13 - C22	ND	2.50	mg/kg							
TPH C23 - C32	ND	100	mg/kg							
TPH C33 - C36	ND	100	mg/kg							
Surrogate: n-Tetracosane	20.8		mg/kg	18.67		112	69-148			
LC5 Prepared & Analyzed: 11/03/15										
Diesel	467	2.50	mg/kg	554.7		84.2	63-136			
Surrogate: n-Tetracosane	21.4		mg/kg	18.67		115	69-146			
LC5 Dup Prepared & Analyzed: 11/03/15										
Diesel	470	2.50	mg/kg	554.7		84.8	63-136	0.726	30	
Surrogate: n-Tetracosane	21.6		mg/kg	18.67		116	69-146			
Matrix Spike Source: 1511004-02 Prepared: 11/03/15 Analyzed: 11/04/15										
Diesel	99.8	5.00	mg/kg	110.9	52.2	42.9	57-145			V-2
Surrogate: n-Tetracosane	17.2		mg/kg	18.67		92.2	69-148			
Matrix Spike Dup Source: 1511004-02 Prepared: 11/03/15 Analyzed: 11/04/15										
Diesel	125	5.00	mg/kg	110.9	52.2	65.4	57-145	41.6	30	V-2



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File #: 73399
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PLS Report No.: 1511007

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50431 - EPA 3546										
Surrogate: <i>n</i> -Tetracosane	22.1		mg/kg	18.67		118	69-148			
Batch BK50443 - EPA 3546										
Blank Prepared & Analyzed: 11/04/15										
TPH C13 - C22	ND	2.50	mg/kg							
TPH C23 - C32	ND	100	mg/kg							
TPH C33 - C36	ND	100	mg/kg							
Surrogate: <i>n</i> -Tetracosane	17.8		mg/kg	18.67		95.5	69-148			
LCS Prepared & Analyzed: 11/04/15										
Diesel	478	5.00	mg/kg	554.7		86.2	63-136			
Surrogate: <i>n</i> -Tetracosane	19.8		mg/kg	18.67		106	69-146			
LCS Dup Prepared & Analyzed: 11/04/15										
Diesel	469	5.00	mg/kg	554.7		84.5	63-136	1.95	30	
Surrogate: <i>n</i> -Tetracosane	19.2		mg/kg	18.67		103	69-146			
Matrix Spike Source: 1511015-05 Prepared & Analyzed: 11/04/15										
Diesel	118	2.50	mg/kg	110.9	ND	106	57-145			
Surrogate: <i>n</i> -Tetracosane	17.3		mg/kg	18.67		92.6	69-148			
Matrix Spike Dup Source: 1511015-05 Prepared & Analyzed: 11/04/15										
Diesel	137	2.50	mg/kg	110.9	ND	123	57-145	14.6	30	
Surrogate: <i>n</i> -Tetracosane	16.7		mg/kg	18.67		89.4	69-148			
Batch BK50518 - EPA 5030B										
Blank Prepared & Analyzed: 11/04/15										
Dichlorodifluoromethane (FC-12)	ND	1.00	ug/l							
Chloromethane	ND	1.00	ug/l							
Vinyl chloride (Chloroethylene)	ND	0.500	ug/l							
Bromomethane (Methyl bromide)	ND	1.00	ug/l							
Chloroethane	ND	1.00	ug/l							
Trichlorofluoromethane (FC-11)	ND	1.00	ug/l							
1,1-Dichloroethene	ND	1.00	ug/l							
Acetone	ND	10.0	ug/l							
Carbon disulfide	ND	5.00	ug/l							
Methylene chloride (Dichloromethane)	ND	2.50	ug/l							
Tert-butyl alcohol	ND	5.00	ug/l							
trans-1,2-Dichloroethene	ND	1.00	ug/l							
Methyl tert-butyl ether (MTBE)	ND	1.00	ug/l							
1,1-Dichloroethane	ND	1.00	ug/l							
Vinyl acetate	ND	5.00	ug/l							
Di-isopropyl ether	ND	1.00	ug/l							
Ethyl tert-butyl ether	ND	1.00	ug/l							



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File #:73399
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PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50518 - EPA 5030B										
2,2-Dichloropropane	ND	1.00	ug/l							
cis-1,2-Dichloroethene	ND	1.00	ug/l							
2-Butanone (MEK)	ND	5.00	ug/l							
Bromochloromethane	ND	1.00	ug/l							
Chloroform	ND	1.00	ug/l							
1,1,1-Trichloroethane	ND	1.00	ug/l							
Carbon tetrachloride	ND	0.500	ug/l							
1,1-Dichloropropene	ND	1.00	ug/l							
Benzene	ND	1.00	ug/l							
1,2-Dichloroethane	ND	0.500	ug/l							
Tert-amyl methyl ether	ND	1.00	ug/l							
Trichloroethene (TCE)	ND	1.00	ug/l							
1,2-Dichloropropane	ND	1.00	ug/l							
Dibromomethane	ND	1.00	ug/l							
1,4-Dioxane	ND	20.0	ug/l							
Bromodichloromethane	ND	1.00	ug/l							
2-Chloroethyl vinyl ether	ND	5.00	ug/l							
cis-1,3-Dichloropropene	ND	1.00	ug/l							
4-Methyl-2-pentanone (MIBK)	ND	5.00	ug/l							
Toluene	ND	1.00	ug/l							
trans-1,3-Dichloropropene	ND	1.00	ug/l							
1,1,2-Trichloroethane	ND	1.00	ug/l							
Tetrachloroethene (PCE)	ND	1.00	ug/l							
1,3-Dichloropropane	ND	1.00	ug/l							
2-Hexanone (MBK)	ND	5.00	ug/l							
Dibromochloromethane	ND	1.00	ug/l							
1,2-Dibromoethane (EDB)	ND	1.00	ug/l							
Chlorobenzene	ND	1.00	ug/l							
1,1,1,2-Tetrachloroethane	ND	1.00	ug/l							
Ethylbenzene	ND	1.00	ug/l							
m,p-Xylene	ND	1.00	ug/l							
o-Xylene	ND	1.00	ug/l							
Styrene	ND	1.00	ug/l							
Bromoform (Tribromomethane)	ND	1.00	ug/l							
Isopropylbenzene	ND	1.00	ug/l							
Bromobenzene	ND	1.00	ug/l							
1,1,2,2-Tetrachloroethane	ND	1.00	ug/l							
1,2,3-Trichloropropane	ND	1.00	ug/l							
n-Propylbenzene	ND	1.00	ug/l							
2-Chlorotoluene	ND	1.00	ug/l							
4-Chlorotoluene	ND	1.00	ug/l							



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File #: 73399
 Report Date: 11/12/15
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PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50518 - EPA 5030B										
1,3,5-Trimethylbenzene	ND	1.00	ug/l							
tert-Butylbenzene	ND	1.00	ug/l							
1,2,4-Trimethylbenzene	ND	1.00	ug/l							
sec-Butylbenzene	ND	1.00	ug/l							
1,3-Dichlorobenzene	ND	1.00	ug/l							
4-Isopropyltoluene	ND	1.00	ug/l							
1,4-Dichlorobenzene	ND	1.00	ug/l							
1,2-Dichlorobenzene	ND	1.00	ug/l							
1,2,3-Trichlorobenzene	ND	1.00	ug/l							
n-Butylbenzene	ND	1.00	ug/l							
1,2-Dibromo-3-chloropropane (DBCP)	ND	1.00	ug/l							
1,2,4-Trichlorobenzene	ND	1.00	ug/l							
Hexachlorobutadiene	ND	1.00	ug/l							
Naphthalene	ND	1.00	ug/l							
Surrogate: Dibromofluoromethane	9.73		ug/l	10.00		97.3	65-117			
Surrogate: Toluene-d8	9.93		ug/l	10.00		99.3	80-120			
Surrogate: 4-Bromofluorobenzene	9.73		ug/l	10.00		97.3	80-120			
LCS Prepared & Analyzed: 11/04/15										
1,1-Dichloroethene	21.7	1.00	ug/l	20.00		108	74-135			
Methyl tert-butyl ether (MTBE)	20.9	1.00	ug/l	20.00		105	66-130			
Benzene	19.6	1.00	ug/l	20.00		97.8	74-132			
Trichloroethene (TCE)	21.3	1.00	ug/l	20.00		106	71-135			
1,4-Dioxane	97.9	20.0	ug/l	100.0		97.9	53-148			
Toluene	21.3	1.00	ug/l	20.00		106	79-133			
Chlorobenzene	21.2	1.00	ug/l	20.00		106	78-131			
Surrogate: Dibromofluoromethane	8.99		ug/l	10.00		89.9	79-120			
Surrogate: Toluene-d8	9.79		ug/l	10.00		97.9	80-120			
Surrogate: 4-Bromofluorobenzene	9.46		ug/l	10.00		94.6	80-120			
Matrix Spike Source: 1511024-02 Prepared & Analyzed: 11/04/15										
1,1-Dichloroethene	21.5	1.00	ug/l	20.00	ND	107	65-144			
Benzene	18.3	1.00	ug/l	20.00	ND	91.6	61-137			
Trichloroethene (TCE)	19.4	1.00	ug/l	20.00	ND	96.8	64-134			
Toluene	18.3	1.00	ug/l	20.00	ND	91.4	64-135			
Chlorobenzene	19.7	1.00	ug/l	20.00	ND	98.4	64-133			
Surrogate: Dibromofluoromethane	9.39		ug/l	10.00		93.9	79-120			
Surrogate: Toluene-d8	9.77		ug/l	10.00		97.7	80-120			
Surrogate: 4-Bromofluorobenzene	9.40		ug/l	10.00		94.0	80-120			
Matrix Spike Dup Source: 1511024-02 Prepared & Analyzed: 11/04/15										
1,1-Dichloroethene	23.1	1.00	ug/l	20.00	ND	115	65-144	7.09	20	
Benzene	20.4	1.00	ug/l	20.00	ND	102	61-137	10.6	20	



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 Monterey Park, CA 91755

File #:73399
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PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50518 - EPA 5030B										
Trichloroethene (TCE)	21.9	1.00	ug/l	20.00	ND	110	64-134	12.4	20	
Toluene	20.9	1.00	ug/l	20.00	ND	105	64-135	13.6	20	
Chlorobenzene	21.9	1.00	ug/l	20.00	ND	110	64-133	10.7	20	
Surrogate: Dibromofluoromethane	9.61		ug/l	10.00		96.1	79-120			
Surrogate: Toluene-d8	10.1		ug/l	10.00		101	80-120			
Surrogate: 4-Bromofluorobenzene	9.29		ug/l	10.00		92.9	80-120			
Batch BK50501 - EPA 3546										
Blank Prepared: 11/04/15 Analyzed: 11/05/15										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	2.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	14.9		ug/kg	16.67		89.5	55-126			
Surrogate: Decachlorobiphenyl	15.8		ug/kg	16.67		94.5	49-133			
LCS Prepared: 11/04/15 Analyzed: 11/05/15										
Aldrin	12.7	2.00	ug/kg	13.33		95.2	56-130			
gamma-BHC (Lindane)	12.8	2.00	ug/kg	13.33		95.7	56-133			
4,4'-DDT	13.7	2.00	ug/kg	13.33		103	56-133			
Dieldrin	13.2	2.00	ug/kg	13.33		98.7	62-119			
Endrin	14.2	2.00	ug/kg	13.33		106	59-127			
Heptachlor	13.0	2.00	ug/kg	13.33		97.8	55-110			



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Project: Lemonwood

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50501 - EPA 3546										
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	15.9		ug/kg	16.67		95.3	54-108			
Surrogate: Decachlorobiphenyl	15.6		ug/kg	16.67		93.9	54-127			
Matrix Spike Source: 1511007-07 Prepared: 11/04/15 Analyzed: 11/05/15										
Aldrin	9.33	2.00	ug/kg	13.33	ND	70.0	39-124			
gamma-BHC (Lindane)	7.48	2.00	ug/kg	13.33	ND	56.1	44-120			
4,4'-DDT	28.0	2.00	ug/kg	33.33	57.1	NR	48-150			V-2
Dieldrin	23.4	2.00	ug/kg	33.33	ND	70.2	48-144			
Endrin	26.0	2.00	ug/kg	33.33	ND	78.2	54-149			
Heptachlor	9.09	2.00	ug/kg	13.33	ND	68.2	46-135			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.6		ug/kg	16.67		81.5	57-126			
Surrogate: Decachlorobiphenyl	13.2		ug/kg	16.67		79.1	43-136			
Matrix Spike Dup Source: 1511007-07 Prepared: 11/04/15 Analyzed: 11/05/15										
Aldrin	10.6	2.00	ug/kg	13.33	ND	79.3	39-124	12.5	30	
gamma-BHC (Lindane)	8.28	2.00	ug/kg	13.33	ND	62.1	44-120	10.1	30	
4,4'-DDT	29.2	2.00	ug/kg	33.33	57.1	NR	48-150	NR	30	V-2
Dieldrin	26.0	2.00	ug/kg	33.33	ND	78.1	48-144	10.7	30	
Endrin	29.6	2.00	ug/kg	33.33	ND	88.7	54-149	12.6	30	
Heptachlor	9.86	2.00	ug/kg	13.33	ND	73.9	46-135	8.08	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	15.2		ug/kg	16.67		91.1	57-126			
Surrogate: Decachlorobiphenyl	14.6		ug/kg	16.67		87.7	43-136			
Batch BK50935 - EPA 3546										
Blank Prepared: 11/05/15 Analyzed: 11/06/15										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	2.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							



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Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50935 - EPA 3546										
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	11.8		ug/kg	16.67		70.8	55-126			
Surrogate: Decachlorobiphenyl	10.9		ug/kg	16.67		65.2	49-133			
LCS Prepared: 11/05/15 Analyzed: 11/06/15										
Aldrin	11.8	2.00	ug/kg	13.33		88.6	56-130			
gamma-BHC (Lindane)	11.5	2.00	ug/kg	13.33		86.2	56-133			
4,4'-DDT	10.4	2.00	ug/kg	13.33		77.7	56-133			
Dieldrin	11.8	2.00	ug/kg	13.33		88.2	62-119			
Endrin	11.4	2.00	ug/kg	13.33		85.6	59-127			
Heptachlor	11.4	2.00	ug/kg	13.33		85.5	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	14.0		ug/kg	16.67		84.0	54-108			
Surrogate: Decachlorobiphenyl	12.4		ug/kg	16.67		74.3	54-127			
LCS Dup Prepared: 11/05/15 Analyzed: 11/06/15										
Aldrin	11.4	2.00	ug/kg	13.33		85.8	56-130	3.28	30	
gamma-BHC (Lindane)	10.7	2.00	ug/kg	13.33		80.2	56-133	7.28	30	
4,4'-DDT	12.9	2.00	ug/kg	13.33		96.7	56-133	21.8	30	
Dieldrin	11.8	2.00	ug/kg	13.33		88.2	62-119	0.0510	30	
Endrin	13.0	2.00	ug/kg	13.33		97.8	59-127	13.3	30	
Heptachlor	11.9	2.00	ug/kg	13.33		89.0	55-110	4.00	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.5		ug/kg	16.67		81.3	54-108			
Surrogate: Decachlorobiphenyl	13.4		ug/kg	16.67		80.7	54-127			
Duplicate Source: 1511007-26 Prepared: 11/05/15 Analyzed: 11/06/15										
Aldrin	ND	2.00	ug/kg		ND				30	
alpha-BHC	ND	2.00	ug/kg		ND				30	
beta-BHC	ND	2.00	ug/kg		ND				30	
delta-BHC	ND	2.00	ug/kg		ND				30	
gamma-BHC (Lindane)	ND	2.00	ug/kg		ND				30	
alpha-Chlordane	ND	2.00	ug/kg		ND				30	
gamma-Chlordane	ND	2.00	ug/kg		ND				30	
4,4'-DDD	20.5	2.00	ug/kg		ND				30	
4,4'-DDE	113	4.00	ug/kg		ND				30	
4,4'-DDT	81.7	2.00	ug/kg		ND				30	
Dieldrin	1.98	2.00	ug/kg		ND				30	
Endosulfan I	ND	4.00	ug/kg		ND				30	
Endosulfan II	ND	2.00	ug/kg		ND				30	
Endosulfan sulfate	ND	2.00	ug/kg		ND				30	
Endrin	ND	2.00	ug/kg		ND				30	



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Certificate of Analysis

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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50935 - EPA 3546										
Technical Chlordane	ND	10.0	ug/kg		ND				30	
Endrin aldehyde	ND	2.00	ug/kg		ND				30	
Endrin ketone	ND	6.00	ug/kg		ND				30	
Heptachlor	ND	2.00	ug/kg		ND				30	
Heptachlor epoxide	ND	2.00	ug/kg		ND				30	
Methoxychlor	ND	10.0	ug/kg		ND				30	
Toxaphene	ND	30.0	ug/kg		ND				30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	13.7		ug/kg	16.67		82.5	55-126			
Surrogate: Decachlorobiphenyl	12.5		ug/kg	16.67		74.9	49-133			
Batch BK50432 - EPA 3050B										
Blank Prepared: 11/03/15 Analyzed: 11/04/15										
Antimony	ND	2.50	mg/kg							
Arsenic	ND	1.00	mg/kg							
Barium	ND	1.00	mg/kg							
Beryllium	ND	1.00	mg/kg							
Cadmium	ND	1.00	mg/kg							
Chromium	ND	1.00	mg/kg							
Cobalt	ND	1.00	mg/kg							
Copper	ND	1.00	mg/kg							
Lead	ND	1.00	mg/kg							
Molybdenum	ND	1.00	mg/kg							
Nickel	ND	1.00	mg/kg							
Selenium	ND	1.00	mg/kg							
Silver	ND	1.00	mg/kg							
Thallium	ND	1.00	mg/kg							
Vanadium	ND	1.00	mg/kg							
Zinc	ND	5.00	mg/kg							
LCS Prepared: 11/03/15 Analyzed: 11/04/15										
Antimony	49.7	2.50	mg/kg	50.10		99.2	60-140			
Arsenic	50.3	1.00	mg/kg	50.10		100	80-120			
Barium	210	1.00	mg/kg	199.7		105	80-120			
Beryllium	5.00	1.00	mg/kg	5.010		99.9	80-120			
Cadmium	5.28	1.00	mg/kg	5.020		105	80-120			
Chromium	20.8	1.00	mg/kg	20.05		104	80-120			
Cobalt	54.1	1.00	mg/kg	50.00		108	80-120			
Copper	26.3	1.00	mg/kg	25.07		105	80-120			
Lead	55.3	1.00	mg/kg	49.97		111	80-120			
Molybdenum	50.9	1.00	mg/kg	49.97		102	80-120			
Nickel	56.1	1.00	mg/kg	50.10		112	80-120			



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Certificate of Analysis

Page 34 of 35

Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Lemonwood

REVISED

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50432 - EPA 3050B										
Selenium	49.3	1.00	mg/kg	50.20		98.1	80-120			
Silver	5.08	1.00	mg/kg	4.990		102	80-120			
Thallium	54.9	1.00	mg/kg	49.73		110	80-120			
Vanadium	49.5	1.00	mg/kg	50.10		98.9	80-120			
Zinc	54.7	5.00	mg/kg	50.30		109	80-120			
Matrix Spike Source: 1511012-01 Prepared: 11/03/15 Analyzed: 11/04/15										
Antimony	37.7	2.50	mg/kg	50.10	ND	75.3	60-140			
Arsenic	50.6	1.00	mg/kg	50.10	5.32	90.3	75-125			
Barium	314	1.00	mg/kg	199.7	130	92.1	75-125			
Beryllium	5.19	1.00	mg/kg	5.010	0.611	91.4	75-125			
Cadmium	5.20	1.00	mg/kg	5.020	0.532	93.0	75-125			
Chromium	43.2	1.00	mg/kg	20.05	24.8	91.7	75-125			
Cobalt	58.4	1.00	mg/kg	50.00	13.2	90.5	75-125			
Copper	70.4	1.00	mg/kg	25.07	46.2	96.5	75-125			
Lead	95.2	1.00	mg/kg	49.97	39.8	111	75-125			
Molybdenum	45.2	1.00	mg/kg	49.97	1.16	88.1	75-125			
Nickel	66.0	1.00	mg/kg	50.10	19.4	93.0	75-125			
Selenium	44.5	1.00	mg/kg	50.20	ND	88.6	75-125			
Silver	4.47	1.00	mg/kg	4.990	ND	89.6	75-125			
Thallium	44.7	1.00	mg/kg	49.73	ND	89.8	75-125			
Vanadium	90.3	1.00	mg/kg	50.10	49.4	81.7	75-125			
Zinc	162	5.00	mg/kg	50.30	112	101	75-125			
Matrix Spike Dup Source: 1511012-01 Prepared: 11/03/15 Analyzed: 11/04/15										
Antimony	38.2	2.50	mg/kg	50.10	ND	76.2	60-140	1.17	30	
Arsenic	50.5	1.00	mg/kg	50.10	5.32	90.3	75-125	0.0747	30	
Barium	324	1.00	mg/kg	199.7	130	97.4	75-125	5.67	30	
Beryllium	5.23	1.00	mg/kg	5.010	0.611	92.2	75-125	0.918	30	
Cadmium	5.09	1.00	mg/kg	5.020	0.532	90.9	75-125	2.30	30	
Chromium	40.9	1.00	mg/kg	20.05	24.8	80.5	75-125	13.0	30	
Cobalt	58.3	1.00	mg/kg	50.00	13.2	90.3	75-125	0.240	30	
Copper	69.7	1.00	mg/kg	25.07	46.2	93.6	75-125	3.08	30	
Lead	92.8	1.00	mg/kg	49.97	39.8	106	75-125	4.38	30	
Molybdenum	45.7	1.00	mg/kg	49.97	1.16	89.1	75-125	1.07	30	
Nickel	65.0	1.00	mg/kg	50.10	19.4	91.1	75-125	2.10	30	
Selenium	44.8	1.00	mg/kg	50.20	ND	89.3	75-125	0.765	30	
Silver	4.64	1.00	mg/kg	4.990	ND	92.9	75-125	3.65	30	
Thallium	45.0	1.00	mg/kg	49.73	ND	90.6	75-125	0.817	30	
Vanadium	90.8	1.00	mg/kg	50.10	49.4	82.7	75-125	1.24	30	
Zinc	148	5.00	mg/kg	50.30	112	71.9	75-125	33.3	30	V-2



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Certificate of Analysis

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Cardno ATC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

Attn: Mr. Greg Buchanan

Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Lemonwood

File #:73399
 Report Date: 11/12/15
 Submitted: 11/02/15
PLS Report No.: 1511007

REVISED

Quality Control Data

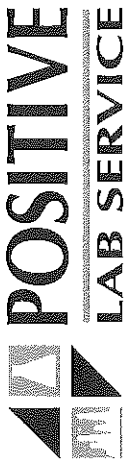
Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BK50433 - EPA 7471A										
Blank Prepared: 11/03/15 Analyzed: 11/04/15										
Mercury	ND	0.100	mg/kg							
LC5 Prepared: 11/03/15 Analyzed: 11/04/15										
Mercury	0.849	0.100	mg/kg	0.8367		101	80-120			
Matrix Spike Source: 1511012-01 Prepared: 11/03/15 Analyzed: 11/04/15										
Mercury	0.911	0.100	mg/kg	0.8367	0.0370	104	75-125			
Matrix Spike Dup Source: 1511012-01 Prepared: 11/03/15 Analyzed: 11/04/15										
Mercury	0.909	0.100	mg/kg	0.8367	0.0370	104	75-125	0.229	25	

Notes and Definitions

- V-2 Out-of-Range recovery was due to sample Heterogenelly.
- NA Not Applicable
- ND Analyte NOT DETECTED at or above the detection limit
- NR Not Reported
- MDL Method Detection Limit
- PQL Practical Quantitation Limit

Environmental Laboratory Accreditation Program Certificate No. 1131, Mobile Lab No. 2534, LACSD No. 10138

Authorized Signature(s)



CHAIN OF CUSTODY AND ANALYSIS REQUEST

DATE: 10/30/15 PAGE 1 OF 4
 LOG BOOK NO. _____ FILE NO. 111007 LAB NO. _____
 781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

CLIENT NAME: Cedro AR Project Name/No. Comunidad P.O. NO. _____
 ADDRESS: 25 California Circle
 PROJECT MANAGER: Greg Buchner PHONE NO: _____ FAX NO: _____
 SAMPLER NAME: Moss Smith (Printed) _____ (Signature)

TAT (Analytical Turn Around Time) 0 = Same day; 1 = 24 Hour; 2 = 48 Hour; (Etc.) N = NORMAL
 CONTAINER TYPES: B = Brass, E = Encore, G = Glass, P = Plastic, V = VOA Vial, O = Other:
 UST Project: Y N - Global ID# _____

SAMPLE NO.	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX			TAT	CONTAINER	
				WATER	SOIL	SLUDGE		OTHER	#
1	10/30/15	1508	SVE-3e5		X				
2		1555	SVE-3	X			3		
3		1627	SVE-1e5	X					
4		1649	SVE-2e5	X					
5		1701	SB-5e5						
6		1708	SB-7e5						
7		1724	SB-6e5						
8		1733	SB-4e5						
9		1743	SB-8e0.5						
10		1745	SB-8e2						

ANALYSES REQUESTED:
 VOCs 8260B
 Metals 6e10B
 TPH 8015B
 GCP 8081A

SAMPLE CONDITION/CONTAINER COMMENTS:

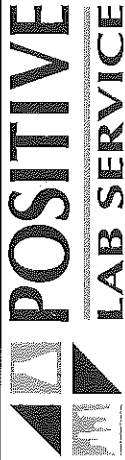
AIRBILL NO: _____
 COOLER TEMP: 0.9°C
 PRESERVED: _____
 REMARKS: _____

DATE: 11/2/15 Time: 14:20
 Date: 11/15/15 Time: 13:1a

Requested By: (Signature and Printed Name) Greg Buchner
 Received By: (Signature and Printed Name) John Schmet
 Requested By: (Signature and Printed Name) Moss Smith
 Received By: (Signature and Printed Name) John Schmet

SAMPLE DISPOSITION:
 1. Samples returned to client? YES NO
 2. Samples will not be stored over 30 days, unless additional storage time is requested.
 3. Storage time requested: _____ days

SPECIAL INSTRUCTIONS:



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 10/30/15 PAGE 2 OF 4
 LOG BOOK NO. FILE NO. 1511007

CLIENT NAME: Carina ATC Project Name/No. Remediated AIRBILL NO.: _____
 ADDRESS: 25 Cuper's Cackly Monterey Pk ANALYSES REQUESTED: _____
 PROJECT MANAGER: Greg Bucher PHONE NO: _____ FAX NO: _____
 SAMPLER NAME: miss Submittal (Signature) _____ PRESERVED: _____
 TAT (Analytical Turn Around Time) 0 = Same day, 1 = 24 Hour, 2 = 48 Hour; (Etc.) (AT = NORMAL) REMARKS: _____

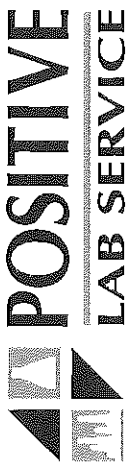
CONTAINER TYPES: B = Brass, E = Encore, G = Glass, P = Plastic, V = VOA Vial, O = Other:
 UST Project: Y N - Global ID# _____

SAMPLE NO.	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX			TAT	CONTAINER		SAMPLE CONDITION/ CONTAINER COMMENTS:		
				WATER	SOIL	SLUDGE		OTHER	#		TYPE	
11	10/30/15	1750	SB-2e5'		X				10	1	rub	
12		1757	SB-9e0.5'									
13		1800	SB-9e2'									
14		1806	SB-9e5'									
15		1810	SB-10e0.5'									
16		1814	SB-10e2'									
17		1819	SB-10e5'									
18		1824	SB-11e0.5'									
19		1826	SB-11e2'									
20		1830	SB-11e5'									

Relinquished By: (Signature and Printed Name) [Signature] Date: 11/2/15 Time: 14:30
 Relinquished By: (Signature and Printed Name) [Signature] Date: 11/2/15 Time: 1:31am
 Relinquished By: (Signature and Printed Name) [Signature] Date: _____ Time: _____

SAMPLE DISPOSITION:
 1. Samples returned to client? YES NO
 2. Samples will not be stored over 30 days; unless additional storage time is requested.
 3. Storage time requested: _____ days
 By _____ Date _____

SPECIAL INSTRUCTIONS:



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 10/30/15 PAGE 3 OF 4
 LOG BOOK NO. FILE NO. LAB NO. 911007

CLIENT NAME: Cedeno Art Project Name/No. Cemented P.O. NO. _____
 ADDRESS: 25099 Via Carle, no 1000 apt 2
 PROJECT MANAGER: Greg Barbera PHONE NO: _____ FAX NO: _____
 SAMPLER NAME: neville S. Barbera (Printed) _____ (Signature)

TAT (Analytical Turn Around Time) 0 = Same day; 1 = 24 Hour; 2 = 48 Hour; (Etc.) N= NORMAL
 CONTAINER TYPES: B = Brass, E = Encore, G = Glass, P = Plastic, V = VOA Vial, O = Other:
 UST Project: Y N - Global ID# _____

SAMPLE NO.	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX			TAT	CONTAINER		ANALYSES REQUESTED:	REMARKS:	PRESERVED:	AIRBILL NO.:	COOLER TEMP: <u>0.9°C</u>	SAMPLE CONDITION/CONTAINER COMMENTS:
				WATER	SOIL	SLUDGE		OTHER	#						
21	10/30/15	1836	SB-12e0.5	X					10	1 Tube	X				
22		1838	SB-12e2'								X				
23		1844	SB-12e 5'								X				
24		1849	SB-13e 0.5								X				
25		1851	SB-12e2'								X				
26		1856	SB-13e 5'								X				
27		1902	SB-14e0.5								X				
28		1902	SB-14e0.5 Dug								X				
29		1910	SB-14e0.5 Dug								X				
30		1915	SB-14e 5'								X				

Received By: (Signature and Printed Name) John Edmund Date: 11/2/15 Time: 1920
 Relinquished By: (Signature and Printed Name) John Edmund Date: 11/15/15 Time: 7:10am
 Relinquished By: (Signature and Printed Name) John Edmund Date: _____ Time: _____

SAMPLE DISPOSITION:
 1. Samples returned to client? YES NO
 2. Samples will not be stored over 30 days, unless additional storage time is requested.
 3. Storage time requested: _____ days

SPECIAL INSTRUCTIONS: _____

January 29, 2016

ATC Group Services
ATTN: Ben Chevlen
25 Cupania Circle
Monterey Park, CA 91755



ADE-1461
EPA Methods T03,
T014A, T015 SIM & SCAN
ASTM D1946



LA Cert #04140
EPA Methods T03, T014A, T015, 25C/3C,
RSK-175
TX Cert T104704450-14-6
EPA Methods T014A, T015
UT Cert CA0133332015-3
EPA Methods T03, T014A, T015, RSK-175

LABORATORY TEST RESULTS

Project Reference: Lemonwood Elementary School; Z052000044
Lab Number: H011804-01/04

Enclosed are results for sample(s) received 1/18/16 by Air Technology Laboratories. Samples were received intact. Analyses were performed according to specifications on the chain of custody provided with the sample(s).

Report Narrative:

- Unless otherwise noted in the report, sample analyses were performed within method performance criteria and meet all requirements of the NELAC Standards.
- The enclosed results relate only to the sample(s).

Preliminary results were e-mailed to Ben Chevlen and Greg Buchanan on 1/28/16.

ATL appreciates the opportunity to provide testing services to your company. If you have any questions regarding these results, please call me at (626) 964-4032.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Johnson".

Mark Johnson
Operations Manager
MJohnson@AirTechLabs.com


Note: The cover letter is an integral part of this analytical report.

Client: ATC Group Services
 Attn: Ben Chevlen
 Project Name: Lemonwood Elementary School
 Project No.: Z052000044
 Date Received: 01/18/16
 Matrix: Air
 Reporting Units: % v/v

Mod 8015

Lab No.:	H011804-01	H011804-02	H011804-03	H011804-04				
Client Sample I.D.:	SVE-1	SVE-2	SVE-3	SVE-1-DUP				
Date/Time Sampled:	1/18/16 12:19	1/18/16 12:25	1/18/16 12:13	1/18/16 12:19				
Date/Time Analyzed:	1/18/16 16:03	1/18/16 15:15	1/18/16 15:31	1/18/16 15:45				
QC Batch No.:	160118GC8A1	160118GC8A1	160118GC8A1	160118GC8A1				
Analyst Initials:	AS	AS	AS	AS				
Dilution Factor:	1.0	1.0	1.0	1.0				
ANALYTE	Result % v/v	RL % v/v	Result % v/v	RL % v/v	Result % v/v	RL % v/v	Result % v/v	RL % v/v
Methane	ND	0.0010	ND	0.0010	ND	0.0010	ND	0.0010

Results normalized including non-methane hydrocarbons
 ND = Not Detected (below RL)
 RL = Reporting Limit

Reviewed/Approved By: 
 Mark Johnson
 Operations Manager

Date 1-28-16

The cover letter is an integral part of this analytical report



QC Batch No.: 160118GC8A1

Matrix: Air

Units: % v/v

QC for Mod 8015

Lab No.:	Method Blank	LCS		LCSD				
Date/Time Analyzed:	1/18/16 9:36	1/18/16 8:51		1/18/16 9:06				
Analyst Initials:	AS	AS		AS				
Datafile:	18jan006	18jan003		18jan004				
Dilution Factor:	1.0	1.0		1.0				
ANALYTE	Results	RL	% Rec.	Criteria	% Rec.	Criteria	%RPD	Criteria
Methane	ND	0.0010	106	70-130%	104	70-130%	1.2	<30

ND = Not Detected (Below RL)

Reviewed/Approved By: 

Date: 1-28-16

Mark J. Johnson
Operations Manager

The cover letter is an integral part of this analytical report.




Client: ATC Group Services
 Attn: Ben Chevlen
 Project Name: Lemonwood Elementary School
 Project No.: Z052000044
 Date Received: 01/18/16
 Matrix: Air
 Reporting Units: ppmv

EPA 15/16

Lab No.:	H011804-01	H011804-02	H011804-03	H011804-04				
Client Sample I.D.:	SVE-1	SVE-2	SVE-3	SVE-1-DUP				
Date/Time Sampled:	1/18/16 12:19	1/18/16 12:25	1/18/16 12:13	1/18/16 12:19				
Date/Time Analyzed:	1/18/16 14:52	1/18/16 15:03	1/18/16 15:14	1/18/16 15:25				
QC Batch No.:	160118GC3A1	160118GC3A1	160118GC3A1	160118GC3A1				
Analyst Initials:	AS	AS	AS	AS				
Dilution Factor:	1.0	1.0	1.0	1.0				
ANALYTE	Result	RL	Result	RL	Result	RL	Result	RL
	ppmv	ppmv	ppmv	ppmv	ppmv	ppmv	ppmv	ppmv
Hydrogen Sulfide	ND	0.20	ND	0.20	ND	0.20	ND	0.20

ND = Not Detected (below RL)

RL = Reporting Limit

Reviewed/Approved By: 
 Mark Johnson
 Operations Manager

Date 1-28-16

The cover letter is an integral part of this analytical report



QC Batch No.: 160118GC3A1
 Matrix: Air
 Units: ppmv

QC for Sulfur Compounds by EPA 15/16

Lab No.:	Method Blank	LCS		LCSD				
Date/Time Analyzed:	1/18/16 13:21	1/18/16 12:58		1/18/16 13:10				
Analyst Initials:	AS	AS		AS				
Datafile:	18jan003	18jan001		18jan002				
Dilution Factor:	1.0	1.0		1.0				
ANALYTE	Results	RL	% Rec.	Criteria	% Rec.	Criteria	%RPD	Criteria
Hydrogen Sulfide	ND	0.20	86	70-130%	85	70-130%	0.7	<30

ND = Not Detected (Below RL)

RL = Reporting Limit

Reviewed/Approved By: 
 Mark J. Johnson
 Operations Manager

Date: 1-28-16

The cover letter is an integral part of this analytical report.





Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630



Edmund G. Brown Jr.
Governor

February 22, 2016

Mr. Greg Grant
Program Manager
CFW, Inc.
1901 South Victoria Avenue, No. 106
Oxnard, California 93035

CORRECTED COPY
(Year date - Page 1 Only)

**ADEQUACY OF PRELIMINARY ENVIRONMENTAL ASSESSMENT – PHASE I
CONSTRUCTION, RECONSTRUCTION PROJECT – LEMONWOOD ELEMENTARY
SCHOOL, 2200 CARNEGIE COURT, OXNARD, CALIFORNIA 93035 (SITE CODE:
304657)**

Dear Mr. Grant:

The Department of Toxic Substances Control (DTSC) reviewed the Revised Preliminary Environmental Assessment Report (PEA) prepared by Cardno ATC on behalf of the Oxnard School District (District), dated February 4, 2016 and received electronically on February 6, 2016. The revised PEA was prepared in response to DTSC comments on the draft version forward in a letter dated December 23, 2015. The PEA presents investigation results and conclusions based on a health risk screening evaluation at the Phase I Construction Area (Site) of the Lemonwood Elementary School (ES).

According to the PEA, the Lemonwood ES campus is approximately 9.87-acre and is located on the northeastern corner of the intersection of Carnegie Street and San Mateo Place, Oxnard. According to the Phase I ESA, the area of the campus was used for agriculture from 1904 to 1980. The Lemonwood ES was constructed in 1980. The surrounding areas were used for agriculture from 1904 to 1960, for agriculture, residents, and a public park from 1960 to 1980, and for residents and a public park from 1981 to present, respectively. Currently, the District is planning to expand and renovate the campus by two phases, including the Phase I and Phase II Construction Areas.

The Site of this PEA is the Phase I Construction Area, depicted on the figure enclosed herein. It consists of an approximately 0.88-acre area located on the north side of the campus. Previous site investigations indicate that the Site is impacted by organochlorine pesticides (OCPs) and metals. In addition, diesel and oil ranges hydrocarbons were detected in several shallow soil samples near a former oil well located at the adjacent public park east of the Site. To further delineate the impact from

Mr. Greg Grant
February 22, 2016
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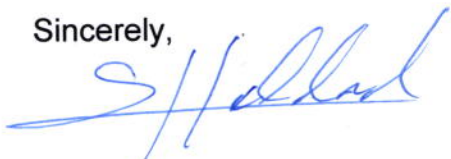
previous activities, the Site was investigated for volatile organic carbons (VOCs), methane, hydrogen sulfide, total petroleum hydrocarbons (TPHs), OCPs, and metals. Dieldrin was the only analyte detected at a maximum concentration of 35.3 microgram per kilogram ($\mu\text{g}/\text{kg}$) exceeding its regional screening level (RSL) of $34 \mu\text{g}/\text{kg}$. The cancer risks calculated for each detected contaminant was below the established risk threshold of 1×10^{-6} , and the cumulative cancer risk was calculated to be 1.7×10^{-6} . The PEA Report recommends dust control and mitigation measures during grading or similarly invasive construction activities within the area where elevated dieldrin was detected at the Site.

DTSC understands that the District intends to make the PEA Report available for public review and comment concurrent with its draft California Environmental Quality Act (CEQA) document pursuant to Option B (Ed. Code \S 17213.1, subd. (a)(6)(B)). This allows the District to prepare one notice of the public review period for both the PEA Report and draft CEQA document. However, if the District's draft CEQA document will not be available for public review more than 90 days after the date of this letter, the District shall publish a separate notice of availability of the PEA Report for public review in a local newspaper of general circulation within 60 days of the date of this letter.

DTSC hereby concurs with the adequacy of the PEA Report pending review of public comment. At the close of the public comment period and after the hearing, please forward a letter that includes the start and end dates of the public comment period, date of the public hearing, all public comments received on the PEA Report, and the date of the District's approval of the CEQA document to DTSC.

If you have any questions regarding this project, please contact Xihong Scarlett Zhai, Project Manager, at (714) 484-5373 or by e-mail at xihong.zhai@dtsc.ca.gov, or contact me at (714) 484-5368 or by e-mail at Shahir.Haddad@dtsc.ca.gov.

Sincerely,



Shahir Haddad, P.E.
Supervising Engineer
Schools Evaluation and Brownfield Cleanup Branch
Brownfields and Environmental Restoration Program

ka/xsz/sh

Enclosure

cc: See next page.

Mr. Greg Grant
February 22, 2016
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cc: (via e-mail)

Mr. Jim Madden, P.G.
Program Manager
Cardno ATC
Jim.madden@cardno.com

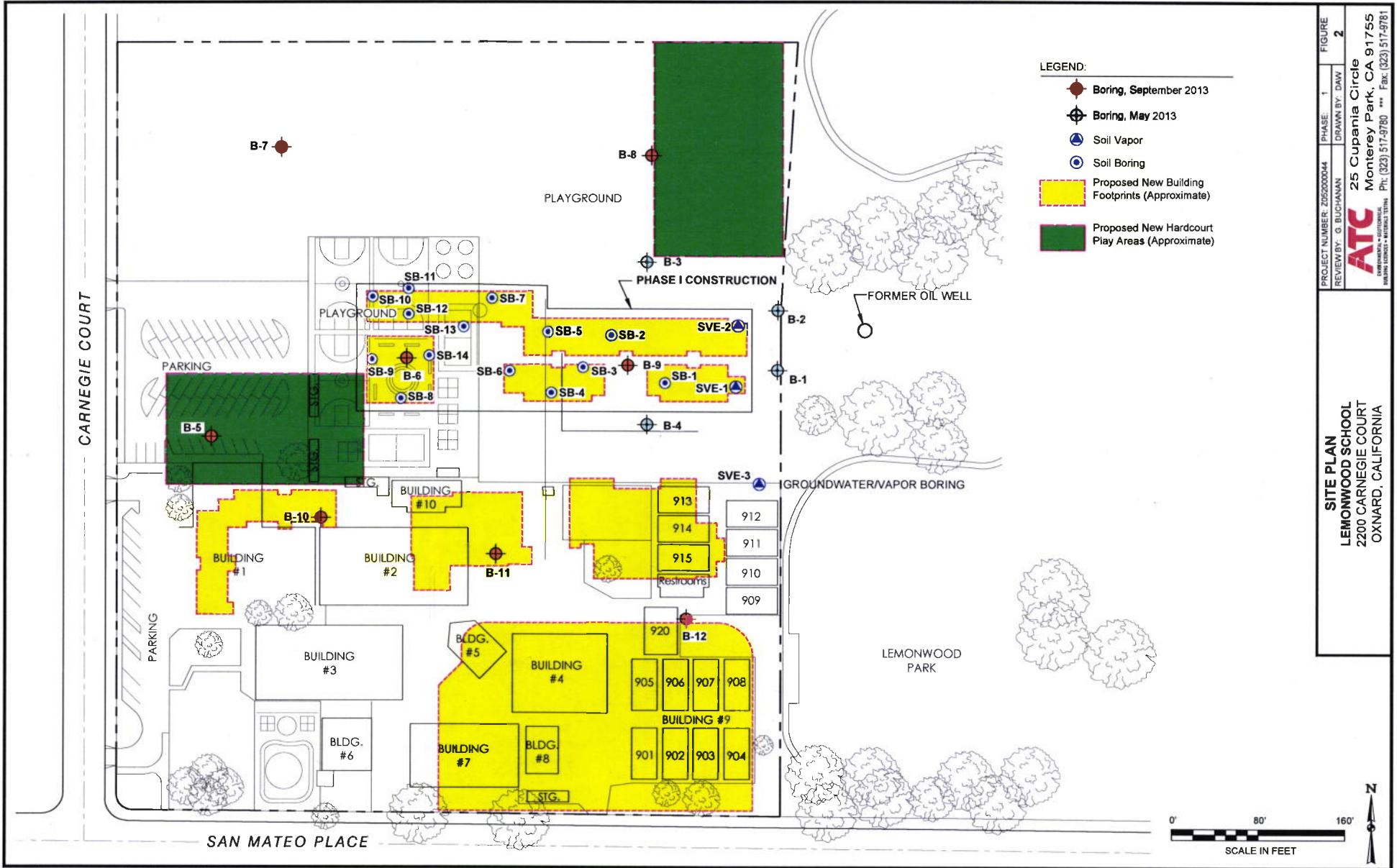
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Schools Evaluation and Brownfields Cleanup Branch Reading File



BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/20/16

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

Adoption of Resolution # 15-33 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance With Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Cline)

Current statute authorizes three levels of fees against residential development. The first is the statutory or Level 1 Fee, which cannot currently exceed \$3.48 per square foot of new residential development for a unified school district. The second is the alternative developer fee commonly referred to as the Level II fee, which is the amount of the local share of a new construction or reconstruction project. The Level III fee is the Level II fee plus the other half that would be contributed from state bond monies. Level III can only be assessed if the State is deemed to be out of funds. The provisions for enacting a Level III residential fee have been suspended pursuant to Senate Bill 1016 of 2012. The Level II fee may be assessed if the District complies with at least two of the following minimum requirements outlined in Government Code Section 65995.5 and adopts a School Facilities Needs Analysis per the same code section.

The Oxnard School District has met these requirements as follows:

1. The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program.
2. The portion of the District's teaching stations that are portable classrooms exceeds the required 20% threshold.
3. The District has an indebtedness level in excess of the 15% requirement.
4. Resolution #15-33 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

FISCAL IMPACT

New residential development projects will be assessed a fee of \$3.64 per square foot of

assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board of Trustees Approve Resolution #15-33 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

ADDITIONAL MATERIAL

Attached: Resolution #15-33 (10 pages)
 Oxnard School District 2016 School Facilities Needs Analysis (62 pages)

RESOLUTION NO. 15-33

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITIES FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 65995.5, 65995.6 AND 65995.7 AND SECTION 17620 OF THE EDUCATION CODE AND MAKING RELATED FINDINGS AND DETERMINATIONS.

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("District") provides for the educational needs for Grade K-8 students within the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities"), and portions of unincorporated areas of the County of Ventura ("County"); and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Statutory School Facility Fees" or "Level 1 Fees") pursuant to Education Code Section 17620 and Government Code Section 65995(b)(1) and (b)(2), and alternative school fee amounts pursuant to Government Code Sections 65995.5 ("Level 2 Fees") and 65995.7 ("Level 3 Fees") or (collectively, "Alternative School Facilities Fees" or "ASFF"), but desires to update its ASFF based on a current School Facilities Needs Analysis ("2016 SFNA") prepared by Dolinka Group, LLC in accordance with applicable law; and

WHEREAS, the Board of the District has previously by Resolution elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects, and appointed a representative ("District Representative") for the purpose of requesting an Eligibility Determination ("ED") for funding under the SFP; and

WHEREAS, the District Representative has caused the completion and certification of original and updated Enrollment Certification/Projection ("ECP") by submission of Form SAB 50-01, the Existing School Building Capacity ("ESBC") by submission of Form SAB 50-02, and the ED by submission of Form SAB 50-03 to the State Allocation Board ("SAB") for approval pursuant to the SFP; and

WHEREAS, the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP; and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-04, the Application for Funding ("AFF"), and prior to the adoption of this Resolution submitted the AFF to the SAB for approval pursuant to the SFP; and

WHEREAS, Level 2 Fees and Level 3 Fees, upon adoption of the ASFF and during the effective period thereof, are applicable to new residential construction in accordance with applicable law, subject to the suspension of Level 3 Fees pursuant to Government Code Section 65995.7(a)(2); and

WHEREAS, pursuant to Government Code Section 65995.6(f), ASFF adopted by the Board are effective for a maximum on one (1) year; and

WHEREAS, the District has met the requirements established by Government Code Section 65995.5(b)(3) in that (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) at least 20 percent (20%) of the teaching stations within the District are relocatable classrooms; and

WHEREAS, new residential construction continues to generate additional students for the District's schools and the District is required to provide grades K-8 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board has caused to be prepared the 2016 SFNA dated March 28, 2016 pursuant to applicable law, including, but not by way of limitation, Government Code Section 65996.6, prior to the adoption of ASFF; and

WHEREAS, the Board has received and considered the 2016 SFNA which includes all matters required by applicable law, including an analysis of: (a) the purpose of the ASFF; (b) the use to which the ASFF are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the ASFF are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of ASFF from new residential construction; (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6; (e) a description of the new School Facilities that will be required to service such students; and (f) the present estimated cost of such School Facilities; and

WHEREAS, the 2016 SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the ASFF, including a response by the Board to written and oral comments, if any, received by the District; and

WHEREAS, all notices of the 2016 SFNA and adoption of ASFF, including notice of the preparation of the 2016 SFNA with the offer to meet with any affected local planning agency relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, have been given in accordance with applicable law; and

WHEREAS, copies of the 2016 SFNA have been provided thirty (30) days prior to the public hearing if such written request(s) for copies were filed with the District forty-five (45) days prior to a public hearing, which was held in a manner required by applicable law at a meeting of the Board of the District relating to the proposed adoption of the 2016 SFNA and ASFF; and

WHEREAS, the 2016 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, the District has received, considered and discussed any written and/or oral comments received by the District, and has responded to all comments, which the

Board desires to adopt all such written and oral responses as the Board's response(s), if any; and

WHEREAS, as to the approval of the 2016 SFNA and ASFF, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the preparation, adoption, or update of the 2016 SFNA or adoption of this Resolution; and

WHEREAS, the District desires to approve the 2016 SFNA and adopt ASFF pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7 for the purpose of establishing ASFF that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b), subject to the suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

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

Section 1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the 2016 SFNA meets all applicable legal requirements.

Section 2. That the Board does hereby find and determine that the 2016 SFNA meets all applicable legal requirements, and it hereby adopts each of the findings set forth in the 2016 SFNA.

Section 3. That a District Representative made a timely application to the SAB for new construction funding for which it is eligible.

Section 4. That the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP.

Section 5: That for purposes of Government Code Section 65995.5(b)(3): (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) at least 20 percent (20%) of the teaching stations within the District are relocatable classrooms.

Section 6. That the District has cause to prepare the 2016 SFNA, which is on file at the District office address and incorporated herein by this reference, which complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.

Section 7. That the Board hereby approves and adopts the 2016 SFNA for the purpose of establishing ASFF as to future residential construction within the District, subject to the temporary suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

Section 8. That the Board finds that the purpose of the ASFF imposed upon residential construction is to fund the additional School Facilities to serve the students generated by the residential construction upon which the ASFF are imposed as provided in the 2016 SFNA and applicable law.

Section 9. That the Board finds that the ASFF are hereby established as applicable to the extent set forth herein, and will be used to fund those School Facilities described in the 2016 SFNA and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the 2016 SFNA.

Section 10. That the Board finds that there is roughly proportional, reasonable relationship between the use of the ASFF and the new residential construction within the District because the ASFF imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law as set forth in the 2016 SFNA and on less than an estimated actual cost of the School Facilities estimated to result from additional residential construction as set forth in the 2016 SFNA.

Section 11. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the ASFF are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District, and the District does not have sufficient capacity in the existing School Facilities to accommodate these students.

Section 12. That the Board finds that the amount of the ASFF imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 13. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable) imposed on residential construction within the District, as well as Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") collected by the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by applicable law.

Section 14. That the Board finds that the monies of the separate Fund or the separate Sub-Funds, described in Section 13, consisting of the proceeds of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable), Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the 2016 SFNA, and thus, these monies may be expended for all those purposes permitted by applicable law.

Section 15. That the 2016 SFNA determines the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five (5) years, based on relevant planning agency information and the historical generation rates of new residential units constructed during the previous five (5) years that are of a similar type of unit to those anticipated to be constructed within the District, the Cities, and/or the County.

Section 16. That the Board has identified and considered, and/or subtracted, as set forth in the 2016 SFNA, the following information in determining amounts of the ASFF/Level 2 Fees and ASFF/Level 3 Fees:

- A. any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);
- B. the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code section 65995.6(b)(2);
- C. local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3); and
- D. the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5.(c)(2).

Section 17. That the Board has calculated, as set forth in the 2016 SFNA, the maximum square footage fees, charges, or dedications to be established as ASFF that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

Section 18. That notice and relevant and available information relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, including notice of a proposed meeting regarding such information was provided to Cities and the County planning commissions or agencies with land use jurisdiction within the District prior to the completion of the 2016 SFNA.

Section 19. That the 2016 SFNA in its final form has been made available to the public for a period of not less than thirty (30) days, and that the District has made itself available to the public to meet with any affected city or county to discuss the preparation of the 2016 SFNA, pursuant to the requirements of Government Code Section 65352.2.

Section 20. That the public has had the opportunity to review and comment on the 2016 SFNA, and the Board has responded to written comments it has received, if any, regarding the 2016 SFNA.

Section 21. That in responding to written comments pursuant to Government Code Section 65995.6(c), if any, the Board may adopt any and/or all such responses made by District staff and/or consultants, and does hereby adopt all responses, if any, as responses of the Board thereto.

Section 22. That notice of the time and place of the public hearing ("Hearing") to adopt the 2016 SFNA, including the location and procedure for viewing or requesting a copy of the proposed 2016 SFNA, and any proposed revision thereof, has been published in at least one newspaper of general circulation within the jurisdiction of the District at least thirty (30) days prior to the Hearing.

Section 23. That the District has caused to be mailed a copy of the 2016 SFNA not less than thirty (30) days prior to the Hearing to any person who made a written request forty-five (45) days prior to the Hearing.

Section 24. That the 2016 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c).

Section 25. That the Board conducted the required Public Hearing on May 1, 2016, prior to adoption of the 2016 SFNA and the ASFF, at which time all persons desiring to be heard on all matters pertaining to the 2016 SFNA were heard and all information presented was duly considered.

Section 26. That the Board hereby adopts ASFF and establishes the ASFF on new residential construction projects within the District in the following amounts:

- A. Pursuant to Government Code Section 65995.6, ASFF/Level 2 Fees within the Oxnard School District boundaries are \$3.64 per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. Pursuant to Government Code Section 65995.7, ASFF/Level 3 Fees within the Oxnard School District boundaries are \$7.28 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988. Additionally, Level 3 Fees shall not be levied by the District until authorized by Government Code Section 65995.7(a)(2).

Section 27. That ASFF, upon adoption and during the effective period thereof, are applicable to residential construction in the alternative to Level 1 Fees in accordance with applicable law, except that Level 3 Fees are suspended temporarily as set forth in Government Code Section 65995.7(a)(2).

Section 28. That the proceeds of the ASFF increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 13 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the ASFF are to be collected.

Section 29. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the affected Cities and the County within the District's boundaries, along with a copy of all the supporting documentation referenced herein, and a map of the District clearly indicating the boundaries thereof, advising such entities that new residential construction is subject to the ASFF increased pursuant to this Resolution, and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction project, mobile home or manufactured home subject to the ASFF absent a certificate of compliance ("Certificate of Compliance") from this District demonstrating compliance of such project with the requirements of the ASFF, nor that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable ASFF.

Section 30. That the Superintendent, or his/her designee, is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the ASFF in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of ASFF for a construction project, mobile home or manufactured home, and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities or the County shall be so notified.

Section 31. That regarding the timely provision of a Certificate of Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the 2016 SFNA is a proposed construction plan for purposes of requiring payment of ASFF prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007, and that all ASFF are appropriated for the purpose of accomplishing such construction plan.

Section 32. That no statement or provision set forth in this Resolution, or referred to therein shall be constructed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

Section 33. That if any portion set forth in this Resolution, is held to be invalid, the remaining provisions of this Resolution is intended to be and shall remain valid.

Section 34. That if the ASFF/Level 2 Fees and/or the ASFF/Level 3 Fees are held to be invalid (other than the suspension under Government Code Section 65995.7(a)(2)), Statutory School Facility Fees, in amounts determined by applicable law at such time, are intended to be, and shall remain, in full force and effect.

Section 35. That the ASFF adopted by this Resolution shall take effect immediately upon such adoption and shall be effective for a maximum of one year, subject to the temporary suspension of Level 3 Fees as set forth in Government code Section 65995.7(a)(2).

APPROVED, ADOPTED, AND SIGNED ON APRIL 20, 2016.

BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT

By:

President of the Board of Trustees of the
Oxnard School District

ATTEST:

By:

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Debra M. Cordes, do hereby certify that the foregoing Resolution No. 15-33 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 20st day of April, 2016, and that it was so adopted by the following vote:

AYES: ___
NOES: ___
ABSTAIN: ___
ABSENT: ___

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Debra M. Cordes, do hereby certify that the foregoing is a true and correct copy of Resolution No. 15-33 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 20th day of April, 2016.

Clerk of the Board of Trustees of the
Oxnard School District



School Facilities Needs Analysis

Oxnard School District

March 17, 2016

Prepared For:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
T 805.487.3918

Prepared By:
Dolinka Group, LLC
8955 Research Drive
Irvine, CA 92618
T 949.250.8300

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Exhibits

Exhibit A:	Current SAB Form 50-01
Exhibit B:	Current SAB Form 50-02
Exhibit C:	Current SAB Form 50-03
Exhibit D:	Eligibility Determination from the SAB
Exhibit E:	Summary of School Facility Planning Policies and Estimates of Actual School Facility Costs
Exhibit F:	Information on Measure R
Exhibit G:	Bonding Capacity Calculation
Exhibit H:	Correspondence with the Cities and Counties
Exhibit I:	Reconstruction
Exhibit J:	Updated School Facilities Capacity Calculation
Exhibit K:	Matriculation and Allocation of Surplus Seats
Exhibit L:	Identification and Consideration of Local Funding Sources per Section 65995.5(c)(2) and Section 65995.6(b)(3)
Exhibit M:	Calculation of Additional Grants for General Site Development

Executive Summary

This School Facilities Needs Analysis ("Analysis") has been prepared in accordance with applicable laws to provide the factual basis for the Oxnard School District ("School District") to consider and, if desired, adopt alternative school facility fees ("Alternative Fees") that may be collected from residential development in the School District consistent with Section 17620 of the Education Code and Sections 65995.5, 65995.6, and 65995.7 of the Government Code (future code section references are to the Government Code unless otherwise specified). The Analysis provides factual information as to the following three (3) elements:

- (i) Determination by the State Allocation Board ("SAB") of eligibility to receive funds from the State of California ("State") for new school facility construction;
- (ii) Designation by the School District of satisfying at least two (2) of the four (4) statutory school requirements ("Statutory Requirements") set forth in Section 65995.5(b)(3); and
- (iii) Calculation of the amount of the permissible Alternative Fees authorized by Section 65995.5 ("Alternative No. 2 Fee") and by Section 65995.7 ("Alternative No. 3 Fee").

A. Eligibility for New Construction Funding from the State

The School District has taken action electing to participate in the School Facilities Program ("SFP") established by Section 17070.10 of the Education Code and authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an eligibility determination ("Eligibility Determination") for new construction funding as required by the SFP.

As shown in Exhibits A, B, C, and D, the School District is eligible to receive new construction funding under the SFP.

B. Compliance with Statutory Requirements

A review of the records of the School District was accomplished to ascertain if the School District satisfies at least two (2) of the Statutory Requirements. Table ES-1 summarizes the Statutory Requirements and identifies those satisfied by the School District as of the date hereof.

**Table ES-1
Summary of Statutory Requirements**

Statutory Requirements	Status
Substantial enrollment as defined in Section 65995.5(b)(3)(A) of its students on a multi-track year-round calendar	Not Met
Placed at least one (1) general obligation ("GO") bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast	Met
Issued debt or incurred obligations for capital outlay in an amount equivalent to the percentage of its bonding capacity specified in Section 65995.5(b)(3)(C)	Met
At least 20 percent of the teaching stations are relocatable classrooms	Met

C. Calculation of Alternative No. 2 Fee and Alternative No. 3 Fee

The facts set forth herein justify on a roughly proportional and a reasonably related basis that the following amounts meet the requirements of Sections 66000 *et seq.*, as well as other applicable legal requirements, including but not limited to Sections 65995.5, 65995.6 and 65995.7. The Alternative No. 2 Fee and Alternative No. 3 Fee for the School District are listed in Table ES-2.

**Table ES-2
Alternative Fees (2016\$)**

Fee	Amount per Square Foot
Alternative No. 2 Fee	\$3.64
Alternative No. 3 Fee	\$7.28

Attached as Exhibit E is (i) a summary of the school facility planning policies of the School District and (ii) an estimate of the school facilities cost impacts per square foot of residential construction. As can be seen from comparing Exhibit E to the recommended Alternative No. 2 Fee and the Alternative No. 3 Fee in Table ES-2, the Alternative Fees are less than the comparable amounts set forth in Exhibit E and are not sufficient to cover all of the actual school facilities cost impacts caused by new residential development on the School District. Therefore, the Alternative No. 2 Fees and the Alternative No. 3 Fees are reasonably related and roughly proportional to the cost of school facilities for the future development identified in the Analysis in accordance with applicable laws.

D. Imposition of Alternative No. 2 Fee and Alternative No. 3 Fee

Prior to the adoption of the Analysis, the public is given a 30-day period to review and comment on the Analysis, and any written comments received by the Governing Board of the School District must be responded to. The Governing Board is also required to hold a public hearing prior to its consideration of the Analysis.

Should the Governing Board of the School District approve the resolution that adopts the Analysis and the accompanying Alternative No. 2 Fee and Alternative No. 3 Fee, those amounts would be effective immediately for a period not to exceed 12 months. By approving the Analysis and the accompanying Alternative Fees, the Governing Board is authorizing the imposition of the Alternative No. 2 Fee for those periods when the State has new construction bond funds available and the Alternative No. 3 Fee for those periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available and the conditions in Section 65995.7 have been met.

I. General

Upon adoption of Alternative Fees by a school district, such Alternative Fees may be required in accordance with applicable law. It is anticipated that such adoption will specify that Alternative No. 2 Fees will be required as provided in Section 65995.5(a) if the SAB is approving apportionments for new construction funding, and Alternative No. 3 Fees will be required as provided in Section 65995.7(a), if the SAB is not approving apportionments for new construction funding, and subject to the suspension of Alternative No. 3 Fees as set forth in Section 65995.7(a)(3).

The Analysis is divided into seven (7) main sections.

- » Section I is the introductory section that generally describes the methodology used in preparing the Analysis.
- » Section II describes the Eligibility Determination that has been obtained from the SAB, as well as documents which of the four (4) Statutory Requirements the School District presently satisfies.
- » Section III projects the unhoused students to be generated by residential development anticipated to occur in the School District over the next five (5) years ("Future Units") in accordance with Section 65995.6(a).
- » Section IV identifies any surplus school sites or existing surplus local funds that the School District might elect in whole or part to use to reduce the impact of the Future Units on the School District.
- » Section V of the Analysis sets forth the recommended amount of the Alternative No. 2 Fee.
- » Section VI of the Analysis sets forth the recommended amount of the Alternative No. 3 Fee.
- » Finally, Section VII documents facts whereby the School District may make determinations regarding compliance of the Alternative Fees with Sections 66000 *et seq.*

Eligibility to Collect Alternative Fees

Eligibility to Receive State Funds

A school district must have been determined by the SAB to be eligible for new construction funding under the SFP pursuant to Section 65995.5(b)(1).

Statutory Requirements

A school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to adopt and impose Alternative Fees. The Statutory Requirements are summarized as follows:

1. A school district has a substantial enrollment, as defined in Section 65995.5(b)(3)(A) ("Substantial Enrollment") of its students on a multi-track year-round calendar;
2. A school district has placed at least one (1) GO bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast;

3. A school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a certain percentage of its bonding capacity; and/or
4. At least 20 percent of the teaching stations within a school district are relocatable classrooms.

Projected Unhoused Students from Future Residential Development

Total Projected Student Enrollment

In determining the amount of any proposed Alternative Fees, a school district must project in accordance with Section 65995.6 the total number of students to be generated by Future Units ("Projected Student Enrollment"). This projection is performed by applying the student generation rates for residential development over the previous five (5) years of a type similar to that of the Future Units either in the school district or in the city or the county in which the school district is located. The projection may be modified by relevant planning agency information.

Excess Capacity

A school district must identify and consider the number of excess seats, if any, which are available at each school level (i.e., elementary school and intermediate school). If surplus seats exist at one (1) or more school levels, the school district must determine what portion of the excess seats, if any, should be made available to accommodate the Projected Student Enrollment. The determination may include such considerations as matriculation of existing students, advance funding from mitigated future residential units, long term needs of the school district, as well as other relevant factors. Excess seats shall be determined by comparing capacity as calculated pursuant to Section 17071.25 of the Education Code to student enrollment.

Projected Unhoused Students

Lastly, a school district must reduce the Projected Student Enrollment by the excess capacity, if any, that is identified and allocated by the school district to the Future Units to calculate the number of projected unhoused students ("Projected Unhoused Students").

Surplus Property and Existing Surplus Local Funds

Surplus Property

A school district must identify and make a reasonable allocation of surplus property, if any, which could be (i) used as a school site and/or (ii) sold to finance additional school facilities needed to accommodate the Projected Unhoused Students.

Existing Surplus Local Funds

A school district must identify and make a reasonable allocation of existing surplus local sources, including local funds, which includes commercial/industrial school fees ("Local Funds"), if any, that could be available to finance the construction of school facilities needed to accommodate the Projected Unhoused Students as referred to in Section 65995.5(c)(2) and 65995.6(b)(3).

Alternative No. 2 Fee

Student Capacity and Site Size of Future School Facilities

A school district must determine the appropriate number of students to be housed at each school level. Pursuant to Section 65995.5(h), after this determination has been made, the school district must calculate the appropriate site size for each school level based on the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998.

Site Acquisition and Site Development Costs

A school district must establish a factual basis for the estimated cost of acquiring property(s) for a school site(s) or the appraised value of a proposed school site(s). Additionally, the school district must establish an estimate of the permissible cost of developing such site(s). The site development cost includes utilities, off-site, and service site development costs.

Total School Facility Costs per Student and Total School Facility Costs

A school district must estimate the total school facility costs per student based on the site acquisition and the site development costs mentioned above, as well as the amounts specified in Section 65995.5, which may or may not be adequate to fund the necessary school facilities. Thereafter, the total school facility costs must be calculated. This calculation involves multiplying the number of Projected Unhoused Students by the school facility costs per student set forth in Section 65995.5 and subtracting any available local sources, including Local Funds, identified by the school district and dedicated to such portion of future development in the school district.

Residential Square Footage to be Constructed during the Next Five (5) Years

Based on information from the county, the city(s) or one (1) or more independent third party market reports, a school district must estimate the total assessable square footage of the Future Units.

Alternative No. 2 Fee

A school district must calculate the Alternative No. 2 Fee by dividing the total school facility costs by the total assessable square footage of the Future Units in accordance with Section 65995.5(c).

Alternative No. 3 Fee

Alternative No. 3 Fee

The Alternative No. 3 Fee is determined by increasing the Alternative No. 2 Fee by an amount that may not exceed the amount calculated pursuant to Section 65995.5(c), provided that the calculation of such amount excludes reductions for available local sources, including Local Funds, identified and dedicated in accordance with Section 65995.7(a).

II. Eligibility to Collect Alternative Fees

Section 65995.5 requires that a school district (i) be eligible for new construction funding under the SFP and (ii) satisfy at least two (2) of the Statutory Requirements to be eligible to impose an Alternative No. 2 Fee or an Alternative No. 3 Fee. Section II.A provides an evaluation of the eligibility of the School District for new construction funding under the SFP and Section II.B documents the School District's satisfaction of at least two (2) Statutory Requirements.

A. Eligibility to Receive State Funds

The School District has taken action electing to participate in the SFP established by Section 17070.10 of the Education Code. Additionally, the School District authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an Eligibility Determination for new construction funding as required by the SFP. The School District filed SAB Forms 50-01, 50-02, and 50-03 and requested an Eligibility Determination for new construction funding as required by the SFP on August 23, 1999. On March 22, 2000, the Eligibility Determination of the School District was approved by the SAB. Subsequently, the School District submitted updated SAB Forms 50-01, 50-02, and 50-03 as part of its ongoing facilities planning and financing program. The most current SAB Forms 50-01, 50-02, and 50-03 are incorporated herein as Exhibits A, B, and C, respectively. As shown in the School District's most current Eligibility Determination from the SAB (attached and incorporated as Exhibit D), the School District is eligible for new construction funding under the SFP for 4,949 students in grades kindergarten through 6, 876 students in grades 7 and 8, 43 non-severe special day class students, and 111 severe special day class students.

B. Statutory Requirements

As stated in Section I, a school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to levy Alternative Fees. What follows are facts establishing that the School District satisfies at least two (2) of the Statutory Requirements.

1. Substantial Enrollment on Multi-track Year-Round Schedule

This Statutory Requirement is met if the school district has Substantial Enrollment on a multi-track year-round schedule. Substantial Enrollment is defined differently for different types of school districts, as follows:

- a. *Unified School Districts and Elementary School Districts.* At least 30 percent of the school district's students in grades kindergarten through 6 are on a multi-track year-round schedule in the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction.
- b. *High School Districts.* (i) At least 30 percent of the high school district's students are on a multi-track year-round schedule, or (ii) at least 40 percent of the students in grades kindergarten through 12 within the boundaries of the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction are on a multi-track year-round schedule.

The School District has determined that this Statutory Requirement has not been satisfied.

2. General Obligation Bond Measure

This Statutory Requirement is met if the school district has placed a GO bond measure on the ballot in the last four (4) years and received at least 50 percent plus one (1) of the votes cast on one (1) such measure.

The School District has determined that this Statutory Requirement has been satisfied. This determination is based on the fact that Measure R was placed before the voters of the School District on the November 6, 2012, ballot and the measure received an approval rate of 66.39 percent. Please see Exhibit F for more information on Measure R.

3. Debt or Obligations for Capital Outlay

This Statutory Requirement is met if the school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a specified percent of its local bonding capacity. If the debt does not include debt associated with a Mello-Roos Community Facilities District ("CFD") formed by a landowner election after November 4, 1998, the threshold is 15 percent. If the debt includes debt associated with a Mello-Roos CFD formed by a landowner election after November 4, 1998, the threshold is increased to 30 percent. All debt and obligations to be repaid from property taxes, parcel taxes, special taxes, and the school district's general fund may be included.

The School District has determined that this Statutory Requirement has been satisfied. The School District currently has \$138,458,139 in outstanding GO bonds issued by the School District. This debt represents 81.99 percent of the School District's bonding capacity (see Exhibit G for a calculation of the School District's bonding capacity). Please note the District applied for and was granted a waiver of this limit by the State Board of Education allowing the District to issue GO bonds in an amount not to exceed 1.50 percent of assessed value.

4. Relocatable Classrooms

This Statutory Requirement is met if at least 20 percent of the school district's teaching stations are relocatable classrooms.

The School District has determined that this Statutory Requirement has been satisfied. The School District currently has a total of 585 permanent classrooms and 155 relocatable classrooms. This equates to a 20.95 percent relocatable classroom utilization rate.

C. Eligibility to Collect Alternative Fees

As determined above, the School District is eligible to receive new construction funding and currently satisfies at least two (2) of the four (4) Statutory Requirements. As a result, the School District is eligible to adopt and impose Alternative Fees as provided by applicable law.

III. Projected Unhoused Students from Residential Development over the Next Five Years

Section 65995.6(a) requires that the School District determine the need for new school facilities for the Projected Unhoused Students. The calculation of the Projected Unhoused Students shall be based on historical student generation rates ("SGRs") of new residential units constructed during the previous five (5) years of a type similar to that of the Future Units. Section III.A calculates the Projected Student Enrollment. Section III.B sets forth the relevant facts as to the identification of any excess seats which might be considered by the School District as available at each school level to house the Projected Student Enrollment, as determined in Section III.A. Finally, Section III.C calculates the Projected Unhoused Students.

A. Projected Student Enrollment

As stated above, Section 65995.6(a) specifies the methodology the School District must use to calculate the Projected Student Enrollment. What follows is a step-by-step description of this calculation.

1. Student Generation Rates

In order to calculate SGRs in accordance with Section 65995.6(a), the School District must identify residential units that (i) were constructed during the previous five (5) years and (ii) are representative of the Future Units. Residential data pertaining to the School District was obtained by Dolinka Group, LLC from the Office of the Assessor ("Assessor") of the County of Ventura ("County"). Using data from the Assessor of the County and the School District, Dolinka Group compiled a database from such information containing the addresses of the units that met the criteria listed above. Parcels in the database were then classified by housing type (i.e., single family detached, single family attached, and multifamily).

- » Residential units classified as single family detached ("SFD") are defined as units with no common walls each assigned a unique Assessor's parcel number.
- » The category of single family attached ("SFA") consists of units with common walls each assigned a unique Assessor's parcel number (e.g., townhomes, condominiums, etc.).
- » The third type of residential unit, multifamily ("MF"), is defined as a unit with common walls on an Assessor's parcel on which other units are located.

Dolinka Group determined that there were an insufficient number of SFD, SFA, and MF units built over the past five (5) years to calculate SGRs that would be representative of the residential development expected to occur within the School District over the next five (5) years. The Analysis therefore has employed the portion of Section 65995.6(a) that permits a school district to use SGRs of new residential units constructed over the previous five (5) years that are a similar type of unit to those anticipated to be constructed in either the city or county in which the school district is located. The Analysis uses the SGRs for SFD, SFA, MF units that have been experienced and documented by Rio School District ("RSD"), which is also located in the City of Oxnard and the County. Table 1 shows the SGRs for SFD, SFA, MF units by school level.

**Table 1
Student Generation Rates**

School Level	SFD Student Generation Rates ^[1]	SFA Student Generation Rates ^[1]	MF Student Generation Rates ^[1]
Elementary School (Grades K-5)	0.1600	0.2200	0.1200
Intermediate School (Grades 6-8)	0.0700	0.1000	0.0600
Total	0.2300	0.3200	0.1800

[1] Source: Analysis for RSD dated August 17, 2015.

2. Future Units

In order to obtain information regarding future residential units, the planning departments of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and the County of Ventura were contacted (please refer to the map on the following page for a geographic profile of the School District). Based on correspondence from the Cities and County (see Exhibit H), Dolinka Group has determined that the School District could experience the construction of 1,410 Future Units over the next five (5) years. Table 2 distinguishes between Future Units by unit type.

**Table 2
Future Units by Unit Type**

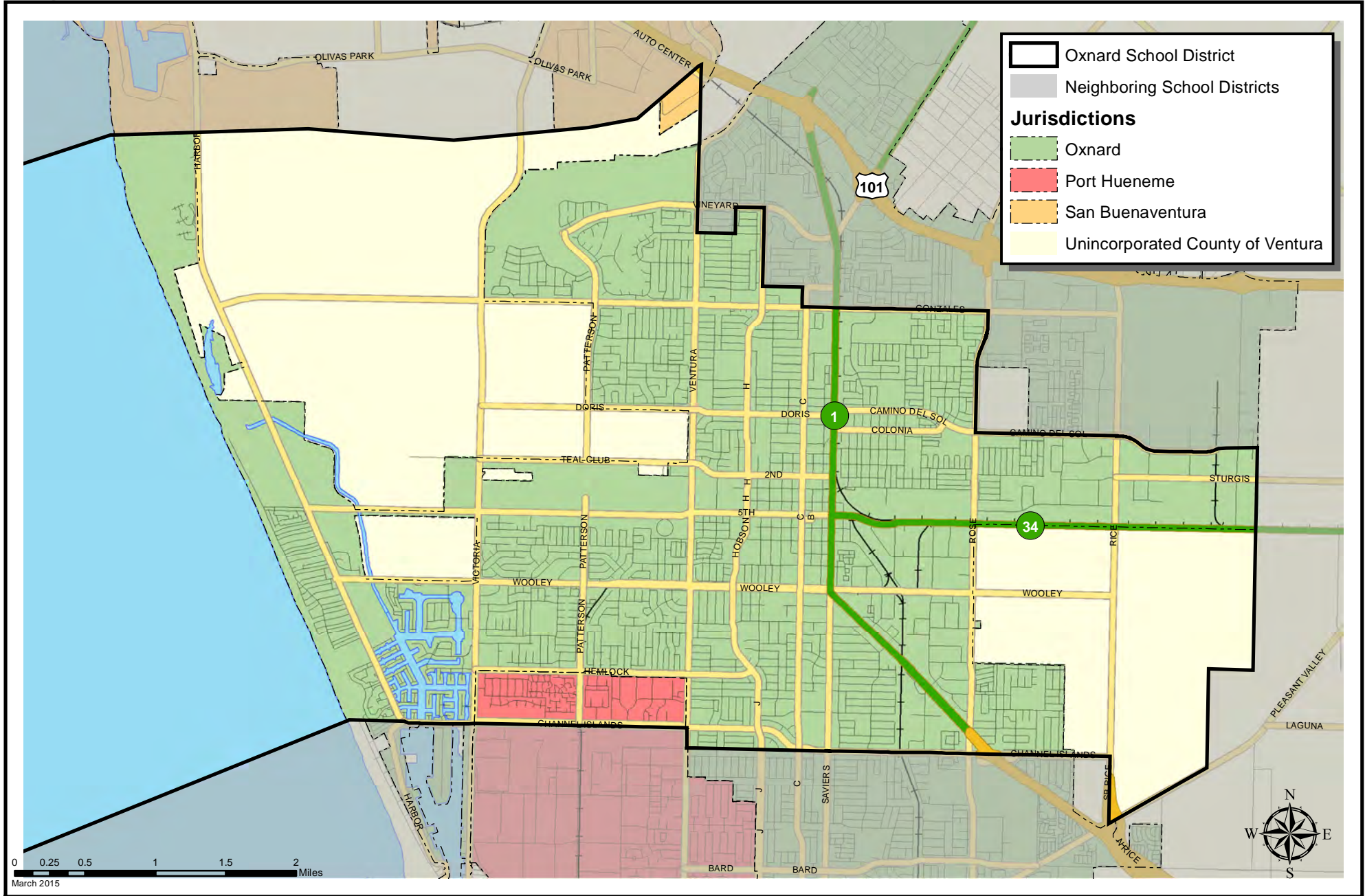
Unit Type	Total Future Units
Single Family Detached	355
Single Family Attached	452
Multifamily	603
Total Units	1,410

The projected number of future residential units identified in Table 2 includes units that may result from existing structures that are voluntarily demolished in order to be replaced by new residential development ("Reconstruction"). For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

It should be noted these projections are based on the best available information at this time and are independent of the projected residential development reported to the State in SAB Form 50-01.

Oxnard School District

Geographic Profile - School Year 2014/2015



0 0.25 0.5 1 1.5 2 Miles

March 2015



3. Projected Student Enrollment

To calculate the Projected Student Enrollment, the number of Future SFD units, Future SFA units, and Future MF units listed in Table 2 were multiplied by the SGRs shown in Table 1 respectively. The results of this operation are shown in Table 3.

**Table 3
Projected Student Enrollment**

School Level	Total Projected Students from Future Units
Elementary School	228
Intermediate School	106
Total	334

B. Current Capacity

Collectively, the School District's school facilities in school year 2015/2016 have a capacity of 17,030 seats per Section 17071.25 of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level, 3,222 are at the intermediate school level (the School District's school level configuration in this comparison has been altered to be consistent with SAB Form 50-02). These capacities include seats from all new school facility construction projects funded by the State. Based on student enrollment data for school year 2015/2016, the enrollment of the School District is 16,908 students. As shown in Table 4, facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school levels in school year 2015/2016.

**Table 4
Existing School Facilities Capacity and Student Enrollment**

School Level ^[1]	2015/2016 Facilities Capacity ^[2]	2015/2016 Student Enrollment ^[3]	Excess/ (Shortage) Capacity
Elementary School (Grades K-5)	13,808	13,525	283
Intermediate School (Grades 6-8)	3,222	3,383	(161)
Total	17,030	16,908	122

[1] The School District operates elementary schools that serve grades K-5 and middle schools that serve grades 6-8. To compare capacity and enrollment consistent with SAB Form 50-02. The School District's school level configuration has been altered in this section.

[2] See Exhibit B for SAB Form 50-02, and Exhibit J for the Updated School Facilities Capacity Calculation.

[3] Student enrollment from October 2015.

C. Projected Unhoused Students

As shown in Table 4, the existing facilities capacity of the School District determined in accordance with Section 65995.6(a) exceeds student enrollment currently being generated from existing residential units by 283 seats at the elementary school level. These surplus seats exist at facilities which will house (i) students generated from Future Units, (ii) students generated from units developed beyond the five-year period of the Analysis.

Due to a trend of increasing enrollment at all grade levels, Dolinka Group matriculated existing students forward five (5) years to determine whether any of the existing surplus elementary school seats will be needed to house future students generated from existing residential units. This resulted in a reduction of surplus seats at the elementary school level to. Table 5 shows the Projected Unhoused Students from Future Units at each school level while Exhibit K provides more information regarding the matriculation process.

Table 5
Projected Unhoused Students from Future Units

School Level	Projected Student Enrollment	Surplus Seat Determination	Projected Unhoused Students
Elementary School	228	0	228
Intermediate School	106	0	106
Total	334	0	334

IV. Surplus School Sites and Existing Surplus Local Funds

Section 65995.6(b) states that the School District must identify and consider (i) surplus property, if any, owned by the School District that can be used as a school site or that is available for sale to finance school facilities, (ii) the extent to which projected enrollment growth can be accommodated at existing school facilities, and (iii) local sources that are available to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units. Additionally, Section 65995.5(c)(2) requires the School District to subtract from the school facilities cost impact created by Future Units the amount of Local Funds that the governing board has dedicated to facilities necessitated by new residential units. To comply with Section 65995.6(b), the School District has identified and considered property it owns and has determined that it does not possess any sites that could be considered surplus. The Governing Board will review and re-adopt this Analysis annually, including a review of this determination and any need to consider property that may then be surplus to fund school facilities required to accommodate students being generated from existing residential units, or other students.

As for identifying and considering existing excess capacity that could accommodate the Projected Student Enrollment generated from Future Units, Section III.C. of this Analysis illustrates that the School District has considered and determined that no surplus seats are available to house Projected Student Enrollment from Future Units.

Finally, in accordance with Sections 65995.6(b) and 65995.5(c)(2), the School District has determined that no local sources, including Local Funds, are available to finance the construction or reconstruction of school facilities needed to accommodate any Projected Student Enrollment generated from Future Units (see Exhibit L for more detail on local sources, including Local Funds).

V. Alternative No. 2 Fee

As discussed in Section I, the objective of this Analysis is (i) to determine whether the School District may adopt Alternative Fees and (ii) to determine the permissible amount of the Alternative No. 2 Fee and the Alternative No. 3 Fee that the School District is permitted to levy on new residential development. Based on the findings, determinations, and projections made in Sections II through IV, Section V contains a step-by-step calculation of the permissible Alternative No. 2 Fee in accordance with Section 65995.5.

A. Alternative No. 2 Fee School Facility Costs

As stated in Section 65995.5(c)(1), the initial step in calculating the maximum Alternative No. 2 Fee is to multiply the number of unhoused students generated from Future Units by the appropriate per-pupil grant amounts provided in Section 17072.10(a) of the Education Code. In addition, the sum shall be added to the site acquisition and site development costs determined pursuant to Section 65995.5(h).

1. Per-Pupil Grant Amounts

The per-pupil grant amounts identified in Section 17072.10(a) of the Education Code were adjusted by the SAB on February 24, 2016, pursuant to Section 17072.10(b) of the Education Code. The per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction. Further, pursuant to SAB Regulation 1859.71.2 and Section 17074.56 of the Education Code, the per-pupil grants have been increased to account for automatic fire alarm detection systems and fire sprinkler systems. Table 6 shows the base per-pupil grant amounts.

Table 6
Base Per-Pupil Grant Amounts (2016\$)

School Level	Per-Pupil Grant Amount	Additional Grants for Auto Alarm and Fire Sprinkler System	Base Per-Pupil Grant Amount
Elementary School	\$10,634	\$190	\$10,824
Intermediate School	\$11,247	\$229	\$11,476

In addition to the base per-pupil grant amounts shown in Table 6, SAB Regulation 1859.76 provides additional grants for general site development on new school construction projects. Currently, these additional grants are calculated as (i) 6 percent of the base per-pupil grants for elementary and junior high school projects, (ii) 3.75 percent of the base per-pupil grants for high school projects and (iii) a grant of \$17,308 per new useable acre acquired for new school construction. To determine the general site development grant for each school level, Dolinka Group first applied the percentages mentioned above to the base per-pupil grant amounts shown in Table 6.

Second, Dolinka Group applied the grant per new useable acre mentioned above to the student capacity of future school facilities and corresponding site size requirements for the School District listed in Table 9 to derive a grant amount per student (see Exhibit M for more information on the calculation of the additional grants for general site development). Table 7 shows these additional grants as well as the total per-pupil grant amount.

**Table 7
Total Per-Pupil Grant Amount (2016\$)**

School Level	Base Per-Pupil Grant Amount	Additional Grants for General Site Development	Total Per-Pupil Grant Amount
Elementary School	\$10,824	\$894	\$11,718
Intermediate School	\$11,476	\$1,104	\$12,580

Applicable law specifies the per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction as provided in Section 17072.10(b) of the Education Code.

2. Total New School Construction Grants

To determine the total new school construction grants under Section 65995.5, the number of Projected Unhoused Students to be generated from Future Units, as shown in Table 5, is multiplied by the total per-pupil grant amounts set forth in Section 17072.10(a) and (b) of the Education Code, as shown in Table 7. Table 8 shows the total new school construction grants of the School District pursuant to Section 65995.5(c)(1).

**Table 8
Total New School Construction Grants for Projected
Unhoused Students from Future Units (2016\$)
(In Accordance with Section 65995.5(c)(1) of the Government Code)**

School Level	Projected Unhoused Students	Total Per-Pupil Grant Amount	Total New Construction Grants
Elementary School	228	\$11,718	\$2,671,704
Intermediate School	106	\$12,580	\$1,333,480
Total	334	N/A	\$4,005,184

3. Total School Site Acquisition and Site Development Costs

In addition to the total new school construction grants specified by Section 17072.10 of the Education Code, Section 65995.5(c)(1) permits the Alternative No. 2 Fee to include site acquisition and site development costs determined pursuant to Section 65995.5(h) and the applicable statutory provisions referred to therein. What follows is the calculation for determining the appropriate site acquisition and site development costs in accordance with Section 65995.5(h).

a. **Site Size Requirement**

To calculate the amount of site acquisition and site development costs that may be included in the Alternative No. 2 Fee, a school district must determine the student capacity of future school facilities that will be needed to accommodate the Projected Unhoused Students, as well as students to be generated from residential development anticipated to occur over the next 20 years. Based on the educational programs of the School District, the School District has determined that future elementary school facilities will be designed to accommodate 750 students, future middle school facilities will be designed to accommodate 1,200 students. Based on these capacities, the guidelines included in the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998, identify the following site sizes for the School District.

**Table 9
Student Capacities and Site Sizes of Future School Facilities**

School Level	Student Capacity	Site Size (Acres)
Elementary School	750	10.60
Intermediate School	1,200	28.80

It should be emphasized that the site sizes shown in Table 9 are based on site sizes recommended by the State Department of Education as of January 1, 1998. Since that time, the State Department of Education has prepared a revised Handbook that contains site size recommendations more consistent with School District policy. Please refer to Exhibit E for the site sizes more consistent with the revised Handbook.

b. **Site Acquisition and Site Development Costs per Acre**

Based on an appraisal report prepared by Ventura Appraisal Consulting Corporation, the School District believes that a reasonable estimate for site acquisition is \$1,208,333 per acre at both school levels. Site development costs are estimated to be \$254,098 per acre at both school levels (the site development cost was taken from the School Facilities Needs Analysis prepared in 2015 and adjusted by the annual change in the construction cost index as published by Marshall & Swift). Table 10 lists the total estimated site acquisition costs and site development costs of the School District in accordance with Section 65995.5(h).

**Table 10
Site Acquisition and Site Development Costs of Future School Facilities (2016\$)**

School Level	Site Acquisition Cost ^[1]	Site Development Cost ^[1]	Total Site Cost
Elementary School	\$12,808,330	\$2,693,439	\$15,501,769
Intermediate School	\$34,799,990	\$7,318,022	\$42,118,012

[1] The site acquisition and site development costs are equal to the per acre costs listed above multiplied by the number of acres, as listed in Table 9.

c. **School Facilities Needed**

To ensure that Future Units are being charged an Alternative No. 2 Fee that is reasonably related to the school facilities that are required to house the Projected Unhoused Students to be generated from Future Units, the School District must identify the number of future school facilities that will be needed to house the Projected Unhoused Students to be generated from Future Units, as well as students to be generated from Future Units and residential development anticipated to occur over the next 20 years. To calculate the number of school facilities that the School District will need to adequately house the Projected Unhoused Students, the number of Projected Unhoused Students for each school level, as listed in Table 5, was divided by the applicable student capacity, as listed in Table 9. The number of school sites expected to be needed to house the Projected Unhoused Students generated from Future Units is shown in Table 11.

Table 11
School Facilities Needed

School Level	Projected Students from Future Units	Facilities Capacity	Total Facilities Needed
Elementary School	228	750	0.304
Intermediate School	106	1,200	0.088

It is important to realize that while the number of Projected Unhoused Students equates only to approximately 30.4 percent of an elementary school, 8.8 percent of an intermediate school, the School District will need to construct at least one (1) elementary school and one (1) intermediate school in the future to accommodate (i) students generated from existing residential units, (ii) students generated from Future Units, and (iii) students generated from future residential units beyond the next five (5) years.

d. **Alternative No. 2 Fee Site Costs in Accordance with Section 65995.5(h) of the Government Code**

The calculation of the total school site acquisition and site development cost impacts under Section 65995.5(h) is a two-step process. The first step involves calculating the total school site acquisition and site development costs related to the Projected Unhoused Students generated from Future Units. The calculation of this first step is shown in Table 12.

Table 12
Total School Site Acquisition and Site Development
Costs for Students from Future Units (2016\$)

School Level	Facilities Needed for Students Generated from Future Units	Site Cost	Total Site Costs ^[1]
Elementary School	0.304	\$15,501,769	\$4,712,538
Intermediate School	0.088	\$42,118,012	\$3,706,385

[1] Numbers may not sum due to rounding.

Only a portion of the total site costs may be included in the calculation of the Alternative No. 2 Fee. Accordingly, the total school site acquisition and site development costs under Section 65995.5(h) must be reduced by half to arrive at the Alternative Fee No. 2 Site Costs. The calculation of this step is shown in Table 13.

Table 13
Alternative No. 2 Fee Site Costs (2016\$)
(In Accordance with Section 65995.5(h) of the Government Code)

School Level	Total Site Costs	Multiplier	Alternative No. 2 Fee Site Cost
Elementary School	\$4,712,538	50.00%	\$2,356,269
Intermediate School	\$3,706,385	50.00%	\$1,853,193

4. Alternative No. 2 Fee School Facility Costs

As stated previously, the initial step in calculating the maximum Alternative No. 2 Fee is to identify (i) the total new school construction grant, and (ii) the site acquisition and development costs pursuant to Section 65995.5(h). The sum of these amounts, which is the Alternative No. 2 Fee School Facility Costs, is the maximum amount of school facility costs that may be included in the Alternative No. 2 Fee before any local fund credits are applied. For the School District, the total new school construction grant is \$4,005,184 and the total site acquisition and site development cost pursuant to Section 65995.5(h) is \$4,209,462. These costs and the Alternative No. 2 Fee School Facility Costs are shown by school level in Table 14.

Table 14
Alternative No.2 Fee School Facility Costs (2016\$)
(In Accordance with Section 65995.5(c)(1) of the Government Code)

School Level	Total New Construction Grants	Alternative No. 2 Fee Site Costs	Alternative No. 2 Fee School Facility Costs
Elementary School	\$2,671,704	\$2,356,269	\$5,027,973
Intermediate School	\$1,333,480	\$1,853,193	\$3,186,673
Total	\$4,005,184	\$4,209,462	\$8,214,646

B. Credit for Local Funds

The second step in calculating the maximum Alternative No. 2 Fee is to subtract the amount of local sources, including Local Funds, if any, the School District has decided to dedicate to school facilities necessitated by the construction of Future Units from the Alternative No. 2 Fee School Facility Costs in order to calculate the Net Alternative No. 2 Fee School Facility Costs. As stated in Section IV of the Analysis, the School District has determined that no credit is available to accommodate Projected Unhoused Students generated from Future Units (see Exhibit L for more detail on local sources, including Local Funds).

Table 15
Net Alternative No.2 Fee School Facility Costs (2016\$)
(In Accordance with Section 65995.5(c)(2) of the Government Code)

Item	Amounts
Alternative No. 2 Fee School Facility Costs	\$8,214,646
Credit for Existing Surplus Local Funds	\$0
Net Alternative No. 2 Fee School Facility Costs	\$8,214,646

C. Alternative No. 2 Fee Calculation

The final step in calculating the maximum Alternative No. 2 Fee is to divide the Net Alternative No. 2 Fee School Facility Costs by the total square footage of assessable space for Future Units.

1. Average Square Footage per Unit

In order to project the total square footage of assessable space of the Future Units, the Analysis must estimate the average square footage of Future SFD Units, Future SFA Units, and Future MF Units to be constructed in the School District. To estimate the average square footage of Future Units to be constructed in the School District, Dolinka Group analyzed certificates of compliance issued by the School District over the last five (5) years, and confirmed those estimates with the Planning Departments of the Cities and County. Based on this information, the average Future SFD Unit to be constructed within the School District is estimated to contain 2,750 square feet, the average Future SFA Unit is estimated to contain 1,500 square feet, and the average Future MF Unit estimated to contain 1,000 square feet (see Exhibit H).

2. Total Square Footage of Assessable Space

To calculate the total square footage of assessable space for Future Units, the average square footage of Future SFD Units, Future SFA Units, and Future MF Units listed above was multiplied by the number of Future Units listed in Table 2. The results of this operation are shown in Table 16.

**Table 16
Estimated Total Residential Square Footage**

Land Use	Future Units	Average Square Footage	Total Square Footage
Single Family Detached	355	2,750	976,250
Single Family Attached	452	1,500	678,000
Multifamily	603	1,000	603,000
Total	1,410	N/A	2,257,250

The projected total square footage of future residential units identified in Table 16 includes units that may result from Reconstruction. For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

3. Calculation of Alternative No. 2 Fee

To calculate the Alternative No. 2 Fee, the Net Alternative No. 2 Fee School Facility Costs, as listed in Table 15, were divided by the total square footage of assessable space of the Future Units, as listed in Table 16. Table 17 provides the Alternative No. 2 Fee that can be adopted by the School District.

**Table 17
Alternative No. 2 Fee (2016\$)**

Item	Amount/Square Footage
Net Alternative No. 2 Fee School Facility Costs	\$8,214,646
Total Residential Square Footage	2,257,250
Alternative No. 2 Fee	\$3.64

VI. Alternative No. 3 Fee

The Alternative No. 2 Fee, which is the maximum Alternative Fee that may be imposed during periods when State funds for new construction are available, was calculated in Section V in accordance with Section 65995.5. During periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available, the Alternative No. 3 Fee may be imposed by a school district, subject to the suspension of Alternative No. 3 Fees as set forth in Section 65995.7(a)(3). Additionally, in accordance with Section 1859.81 of the SAB regulations, a school district requesting financial hardship assistance funding is required to impose the maximum developer fee justified by law (the Alternative No. 2 Fee, or the Alternative No. 3 Fee when the State declares that such fees can be imposed), or an alternative source greater than or equal to the amount of such fees. Similar to the methodology of the calculations performed in Section V, this Section VI provides a calculation of the Alternative No. 3 Fee in accordance with Section 65995.7.

A. Alternative No. 3 Fee School Facility Costs

Pursuant to Section 65995.7, the Alternative No. 3 Fee School Facility Cost, which is the maximum amount of school facility costs that may be included in the Alternative No. 3 Fee, is calculated by increasing the Net Alternative No. 2 Fee School Facility Costs by an amount not to exceed the Alternative No. 2 Fee School Facility Costs. As required by Section 65995.7, this amount has been reduced by the amount of local funds (\$0 in the case of the School District) identified pursuant to Section 65995.5(c)(2). Accordingly, Table 18 shows the Net Alternative No. 2 Fee School Facility Costs previously shown in Table 15, and adds to that amount the Alternative No. 2 Fee School Facility Costs previously shown in Table 14. The result, shown in Table 18, is the Alternative No. 3 Fee School Facility Costs.

Table 18
Alternative No. 3 Fee School Facility Costs (2016\$)
(In Accordance with Section 65995.7 of the Government Code)

Item	Amounts
Net Alternative No. 2 Fee School Facility Costs	\$8,214,646
Alternative No. 2 Fee School Facility Costs	\$8,214,646
Alternative No. 3 Fee School Facility Costs	\$16,429,292

B. Alternative No. 3 Fee Calculation

To calculate the Alternative No. 3 Fee, the Alternative No. 3 Fee School Facility Costs were divided by the total square footage of assessable space of the Future Units listed in Table 16. This calculation is required by Section 65995.5(c)(3) and outlined in Section V.C. of the Analysis. Table 19 provides the Alternative No. 3 Fee that can be levied by the School District on new residential development where permitted by applicable law.

Table 19
Alternative No. 3 Fee (2016\$)

Item	Amount/Square Footage
Alternative No. 3 Fee School Facility Costs	\$16,429,292
Total Residential Square Footage	2,257,250
Alternative No. 3 Fee	\$7.28

VII. Section 66000 of the Government Code

Sections 66000 *et seq.* were enacted by the State in 1987. These provisions are assumed to be applicable to the Alternative Fees. Sections 66000 *et seq.* require that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee, such as the herein described Alternative Fees, as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended or uncommitted in the School District's accounts.

New residential development in the School District, as shown in the Analysis, will generate additional students who will require the School District to provide additional school facilities. The amount to be included in the Alternative Fees is specified by statute. The Alternative No. 2 Fee of \$3.64 per square foot and the Alternative No. 3 Fee of \$7.28 per square foot are justified in the Analysis. The estimated average school facilities cost impacts on the School District per square foot of residential development as estimated in Exhibit E is \$8.17. As the actual school facilities cost impacts per square foot of residential construction is greater than the Alternative Fees, it is reasonable for the School District to determine that the Alternative No. 2 Fee of \$3.64 per square foot and the Alternative No. 3 Fee of \$7.28 per square foot are roughly proportional and reasonably related to the actual impacts caused by residential development on the School District.

This Analysis and the information included in Exhibit E therefore establish that the Alternative Fees meet the requirements of Sections 66000 *et seq.* and such a determination by the School District as part of adopting the Alternative Fees is justified and appropriate. The School District, therefore, is justified in levying Alternative Fees on all new development.

By way of summary, the Analysis shows that Future Units will produce additional elementary school and intermediate school students and that the School District does not have the capacity or funds to accommodate all of those additional students. Alternative Fees, therefore, will be used to fund (i) new elementary school and intermediate school facilities, (ii) expansion of existing elementary school and intermediate school facilities, and (iii) other upgrades to existing school facilities, but only to the extent that such items are needed to accommodate the Projected Unhoused Students generated from Future Units and to the extent that the use of the Alternative Fees on such items is permitted by applicable law.

S:\Clients\Oxnard SD\Demographics\SFNA\SY1516\Reports\Final\SFNA_15535-3901.doc

Exhibit A

Current SAB Form 50-01

STATE OF CALIFORNIA
ENROLLMENT CERTIFICATION/PROJECTION
 SAB 50-01 (REV 05/09)

STATE ALLOCATION BOARD
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION
 Page 6 of 6

SCHOOL DISTRICT Oxnard Elementary	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
COUNTY Ventura	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection

HSAA Districts Only - Check one: Attendance Residency

Residency - COS Districts Only - (Fifth Year Projection Only)

Modified Weighting (Fifth-Year Projection Only)

Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units
(Fifth-Year Projection Only)

Part H. District Student Yield Factor
(Fifth-Year Projection Only)

Part A. K-12 Pupil Data

Grade	7th Prev. 2004 / 2005	6th Prev. 2005 / 2006	5th Prev. 2006 / 2007	4th Prev. 2007 / 2008	3rd Prev. 2008 / 2009	2nd Prev. 2009 / 2010	Previous 2010 / 2011	Current 2011 / 2012
K	1835	1740	1721	1656	1750	1875	1861	2004
1	1825	1852	1779	1795	1764	1851	1903	1927
2	1747	1739	1741	1724	1734	1734	1820	1833
3	1795	1701	1654	1726	1740	1684	1723	1785
4	1794	1699	1645	1603	1706	1714	1674	1687
5	1772	1742	1634	1608	1612	1677	1706	1657
6	1832	1718	1667	1594	1621	1613	1713	1707
7	1783	1745	1676	1613	1538	1569	1536	1628
8	1780	1688	1690	1596	1574	1504	1540	1512
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	16163	15624	15207	14915	15039	15221	15476	15740

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
0	0	0	0	0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	209	0	209
Severe	172	0	172
TOTAL	381	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008	2008 / 2009	2009 / 2010	2010 / 2011	2011 / 2012

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-3	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
16702	3981	0	20683

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	277	0	277
Severe	228	0	228
TOTAL	505	0	

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

Jeff Chancer

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

11-23-11

805-385-1501

E-MAIL ADDRESS

jchancer@oxnardsd.org

Exhibit B

Current SAB Form 50-02

STATE OF CALIFORNIA
EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT
 OXNARD ELEMENTARY
 COUNTY
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (if applicable)

PART I - Classroom Inventory NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

PART II - Available Classrooms

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:
 I am designated as an authorized district representative by the governing board of the district; and,
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Richard Duarte

DATE

2/21/01

Exhibit C

Current SAB Form 50-03

ELIGIBILITY DETERMINATION

SAB 60-03 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT OXNARD ELEMENTARY	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
BUSINESS ADDRESS	HIGH SCHOOL ATTENDANCE AREA (if applicable)
CITY	COUNTY VENTURA

Part I - The following individual(s) have been designated as district representative(s) by school board minutes:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II - New Construction Eligibility <input type="checkbox"/> NEW <input type="checkbox"/> ADJUSTED	K-6	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part G, Form SAB 50-01)	14,474	3,887		266	106
2. Existing School Building Capacity (Part III, line 5 of Form SAB 50-02)	10,162	3,105		234	90
3. New Construction Baseline Eligibility (line 1 minus line 2)	4,312	782		32	16

Part III - Modernization Eligibility NEW ADJUSTED

1. SCHOOL NAME:

Option A	K-6	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old					
3. Portable classrooms at least 20 years old					
4. Total (lines 2 and 3)					
5. Multiply line 4 by: 25 for K-6, 27 for 7-8 and 9-12; 13 for non-severe and 9 for severe					
6. CBEDS enrollment at school					
7. Modernization eligibility (lesser of the totals of line 5 or 6)					

Option B

2. Permanent space at least 25 years old (report by classroom or square footage)	
3. Portable space at least 20 years old (report by classroom or square footage)	
4. Total (lines 2 and 3)	
5. Remaining permanent and portable space (report by classroom or square footage)	
6. Total (lines 4 and 5)	
7. Percentage (divide line 4 by line 6)	0%

	K-6	7-8	9-12	Non-Severe	Severe
8. CBEDS enrollment at school site					
9. Modernization eligibility (multiply line 7 by each grade group on line 8)					

I certify, as the District Representative, that the information reported on this form is true and correct and that:
I am designated as an authorized district representative by the governing board of the district; and:
A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1 commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board on 7/14/99; and,
This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE
Richard Duarte

DATE
2/21/01

Exhibit D

Eligibility Determination from the SAB



→ District Main Page

[Return to Search Results](#)

District: Oxnard Elementary

District Rep: Dr. Cesar Morales

Modernization Eligibility

New Construction Eligibility

Fund Release

District Code	Attendance Area	Original SAB Approval Date	Recent SAB Approval
72538	0	3/22/2000	1/23/2013

SAB 50-03 New Construction Eligibility Information

New Construction Baseline Eligibility

Grade Level:	K - 6	7 - 8	9 - 12	Non-Severe	Severe
Established Eligibility:	4109	647	0	0	0
SAB Approvals/Adjustments:	840	229	0	43	111
Remaining Eligibility:	4949	876	0	43	111

SAB 50-03 Eligibility Document Status/Dates

Status:	PM Complete
Date Signed:	8/23/1999
Date Received:	8/27/1999
SAB Approval Date:	3/22/2000

Exhibit E

**Summary of School Facility Planning Policies and Estimates of
Actual School Facility Costs**

Oxnard School District
School Facility Cost Impacts per Residential Square Foot
March 2016

School Facility Costs

School Level	Site Acquisition Cost	Construction Cost	Total Cost
Elementary School	\$14,499,996	\$21,992,310	\$36,492,306
Intermediate School	\$34,799,990	\$48,420,834	\$83,220,824

Costs per Student

School Level	Total Cost	Students Housed	Cost per Student
Elementary School	\$36,492,306	750	\$48,656
Intermediate School	\$83,220,824	1,200	\$69,351

School Facility Cost Impacts per Residential Unit

School Level	Cost per Student	Weighted Average SGR	Cost per Unit
Elementary School	\$48,656	0.1617	\$7,868
Intermediate School	\$69,351	0.0752	\$5,214
Total School Facility Cost Impact			\$13,082
Average Square Footage ^[1]			1,601
School Facility Cost Impact per Square Foot			\$8.17
[1] See Table 17 of the Analysis.			

**Oxnard School District
 Summary of Estimated Costs
 Elementary School
 March 2016**

A. Site				\$14,539,996
	Purchase Price of Property		\$14,499,996	
	Acres ^[1] :	12		
	Cost/Acre:	\$1,208,333		
	EIR		\$20,000	
	Appraisals		\$10,000	
	Surveys		\$5,000	
	Escrow/Title		\$5,000	
	[1] Assumes Net Usable Acres.			
B. Plans				\$1,234,969
	Architect's Fee		\$1,101,563	
	Preliminary Tests		\$20,000	
	DSA/SDE Plan Check		\$93,406	
	Energy Fee Analysis		\$15,000	
	Other		\$5,000	
C. Construction				\$18,281,250
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student	75		
	Cost / Square Feet	\$325		
D. Tests				\$50,000
E. Inspection				\$144,000
	(\$12,000 per month for 12 months)			
F. Furniture and Equipment				\$466,875
	(\$5 per Square Foot, includes Cost Index Adjustment of 66%)			
G. Contingency				\$522,756
	(\$2,000 + 1.5% of items A-F)			
H. Items Not Funded by the State				\$1,252,460
	Technology (5% of Construction)		\$914,063	
	Library Books (8 books/student @ \$15)		\$90,000	
	Landscaping (\$0.44/sq. ft x 12 acres)		\$229,997	
	Landscape Architect Fees (8% of Landscaping)		\$18,400	
I. Total Estimated Cost				\$36,492,306

Summary	
School Facilities Capacity - Traditional Calendar	750
School Facilities Cost per Student - Traditional Calendar	\$48,656

**Oxnard School District
 Summary of Estimated Costs
 Intermediate School
 March 2016**

A. Site				\$34,854,990
	Purchase Price of Property		\$34,799,990	
	Acres ^[1] :	28.8		
	Cost/Acre:	\$1,208,333		
	EIR		\$25,000	
	Appraisals		\$12,000	
	Surveys		\$8,000	
	Escrow/Title		\$10,000	
	[1] Assumes Net Usable Acres.			
B. Plans				\$2,478,000
	Architect's Fee		\$2,197,500	
	Preliminary Tests		\$45,000	
	DSA/SDE Plan Check		\$203,000	
	Energy Fee Analysis		\$25,000	
	Other		\$7,500	
C. Construction				\$40,200,000
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student	100		
	Cost / Square Feet	\$335		
D. Tests				\$180,000
E. Inspection				\$324,000
	(\$12,000 per month for 18 months x 1.5 inspectors)			
F. Furniture and Equipment				\$1,195,200
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)			
G. Contingency				\$1,190,483
	(\$2,000 + 1.5% of items A-F)			
H. Items Not Funded by the State				\$2,798,151
	Technology (5% of Construction)		\$2,010,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 28.8 acres)		\$551,992	
	Landscape Architect Fees (8% of Landscaping)		\$44,159	
I. Total Estimated Cost				\$83,220,824

Summary	
School Facilities Capacity - Traditional Calendar	1,200
School Facilities Cost per Student - Traditional Calendar	\$69,351

Exhibit F

Information on Measure R

This is an archive of a past election.

See <http://www.smartvoter.org/ca/vn/> for current information.



League of Women Voters of California Education Fund



Ventura County, CA

November 6, 2012 Election



Measure R
Education Funding
Oxnard School District
 School Bonds - 55% Approval Required

👍 Pass: 19968 / **66.39%** Yes votes 10110 / **33.61%** No votes

See Also: [Index of all Measures](#)

Results as of Dec 17 1:48pm, 100.0% of Precincts Reporting (56/56)

Information shown below: [Impartial Analysis](#) | [Tax Rate Statement](#) |

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, shall Oxnard School District be authorized to issue up to Ninety Million Dollars \$90,000,000.00 in bonds at the lowest possible legal interest rates so long as spending is annually reviewed by an independent citizens' oversight committee, annual audits are conducted and no money is used for employee salaries?

Impartial Analysis from County Counsel

Under this measure, the Oxnard School District ("District") is submitting a bond measure, described below, to the voters for approval. The measure will become effective only if fifty-five percent (55%) of the voters vote "Yes" on the measure.

The measure would authorize the District to issue up to ninety million dollars (\$90,000,000) in bonds, at an interest rate not exceeding the legal limit. Bond proceeds will be used to fund projects included in the Bond Project List, which is attached as Exhibit A-1 to the bond measure. The District's Board of Trustees ("Board") has certified that it has evaluated safety, class size reduction, enrollment growth and information technology needs of the District in developing the Bond Project List.

Approval of the bond measure does not guarantee that any particular project will be funded. Bond proceeds may also be used for other incidental costs associated with equipment acquisitions, including costs of the election and bond

Official Information

[Oxnard School District](#)

This election is archived. Any links to sources outside of Smart Voter may no longer be active. No further links will be added to this page.

Links to sources outside of Smart Voter are provided for information only and do not imply endorsement.

Exhibit G

Bonding Capacity Calculation

**Oxnard School District
 Bonding Capacity Calculation
 Fiscal Year 2015/2016**

Description		Value
(1)	Taxable property of the district including all unitary and operating nonunitary property for the 2013/2014 equalized roll [1].	\$11,258,539,314
(2)	Enter applicable percentage bond debt limit Section 15102 (School District) 1.25% Section 15108 (Unified School District) 2.50%	1.50%
(3)	Bonding capacity	\$168,878,090
(4)	Senate Bill 50 local bonding capacity threshold 15% of District's local bonding capacity	\$25,331,713
(5)	Senate Bill 50 local bonding capacity threshold 30% of District's local bonding capacity	\$50,663,427

[1] Source: County of Ventura, Auditor-Controller's Office.

Exhibit H

Correspondence with the Cities and Counties



January 13, 2016

Ms. Veronica Ledesma
Associate Planner
City of Ventura
501 Poli Street, Room 117
Ventura, CA 93002

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Ms. Ledesma,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Ventura ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 27, 2016.**

Ms. Ledesma, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink that reads 'Ryan Dowling'.

Ryan Dowling
Associate

S:\Clients\Oxnard SD\Demographics\SFNA\SY1516\Correspondence\20160113_VLedesmaVentura.docx

COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.

8955 RESEARCH DRIVE, IRVINE, CA 92618 T 949.250.8300 F 949.250.8301 WWW.DOLINKAGROUP.COM

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Ventura ("City"):

___The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the City of Ventura on _____.

Printed Name: _____

Title: _____



January 13, 2016

Ms. Kari Finley
Planning Division
County of Ventura
800 South Victoria Avenue, L-1740
Ventura, CA 93009

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Ms. Finley,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the County of Ventura ("County") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the County served by the School District are shown on the following page. Based on information previously obtained from the County and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the County with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 27, 2016.**

Ms. Finley, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Dowling'.

Ryan Dowling
Associate

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8955 RESEARCH DRIVE, IRVINE, CA 92618 T 949.250.8300 F 949.250.8301 WWW.DOLINKAGROUP.COM

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the County of Ventura ("County"):

___The County concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the County is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the County of Ventura on _____.

Printed Name: _____

Title: _____



January 13, 2016

Mr. Greg Brown
Community Development Director
City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Mr. Brown,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Port Hueneme ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 27, 2016.**

Mr. Brown, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Dowling'.

Ryan Dowling
Associate

S:\Clients\Oxnard SD\Demographics\SFNA\SY1516\Correspondence\20160113_GBrownPortHueneme.docx

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In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Port Hueneme ("City"):

___The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the City of Port Hueneme on _____.

Printed Name: _____

Title: _____



January 13, 2016

Mr. Chris Williamson
Principal Planner, Planning Division
City of Oxnard
214 South C Street
Oxnard, CA 93030

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Mr. Williamson,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Oxnard ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 27, 2016.**

Mr. Williamson, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Dowling'.

Ryan Dowling
Associate

S:\Clients\Oxnard SD\Demographics\SFNA\SY1516\Correspondence\20160113_CWilliamsonOxnard.docx

COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Oxnard ("City"):

___The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	355	2,750
Single Family Attached <i>(i.e. condos, townhomes, etc.)</i>	452	1,500
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	603	1,000

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(i.e. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the City of Oxnard on _____.

Printed Name: _____

Title: _____

Exhibit I

Reconstruction

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e. commercial/industrial versus residential) or may consist of different residential unit types (e.g., single family detached versus multifamily, etc.).

A. Residential Reconstruction

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable Alternative No. 2 Fee or Alternative No. 3 Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

As of the date of this Analysis, the large-scale Reconstruction of residential development within the School District has not occurred to the point where statistically significant data can be utilized to determine if Replacement Square Footage increases student enrollment. Therefore, prior to the imposition of fees on Replacement Square Footage, the School District may undertake an analysis on any future proposed project(s) and may amend/update this Analysis. Such analysis will examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in student generation rates as identified in the Analysis for the applicable unit types between existing square footage and Replacement Square Footage. To the extent it can be demonstrated that Replacement Square Footage will increase student enrollment, the School District may then impose a fee on the Replacement Square Footage. This fee amount on Replacement Square Footage shall be calculated by determining the cost impacts associated with any growth in student enrollment from the Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the Alternative No. 2 Fee or Alternative No. 3 Fee that is in effect at such time.

B. Reconstruction of Commercial/Industrial Construction into Residential Construction

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Dolinka Group is aware that such types of Reconstruction may occur within the School District over the next five (5) years, however, Dolinka Group was unable to find information (i) about the amount planned within the School District over the next five (5) years or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

The fee credit determination will be based upon a comparison of the impacts of the planned residential project and the existing land use category (i.e. retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, or hotel/motel). The actual impacts of the planned residential project (taken from Exhibit E) will be reduced by the impact of the existing commercial/industrial category (derived from calculations contained in the current Commercial/Industrial Development School Fee Justification Study adopted by the School District). Any reduction to the Alternative No. 2 Fee would only occur if the reduced amount falls below the Alternative No. 2 Fee. In such a case, the School District would levy the reduced amount per square foot of new residential construction for the subject Reconstruction project.

Exhibit J

Updated School Facilities Capacity Calculation

Oxnard School District
School Facilities Capacity Calculation

Application	Item	Elementary School	Intermediate School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-008	Driffill Elementary	350	0
Total Capacity	N/A	13,808	3,222

Exhibit K

Matriculation and Allocation of Surplus Seats

Oxnard School District
Matriculation of Surplus Seats

Actual and Projected School Students from Existing Units

Grade Level	School Year	School Year	School Year	School Year	School Year	School Year
	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
Kindergarten	2,169	2,169	2,169	2,169	2,169	2,169
Grade 1	1,853	2,169	2,169	2,169	2,169	2,169
Grade 2	1,899	1,853	2,169	2,169	2,169	2,169
Grade 3	1,902	1,899	1,853	2,169	2,169	2,169
Grade 4	1,985	1,902	1,899	1,853	2,169	2,169
Grade 5	1,930	1,985	1,902	1,899	1,853	2,169
Grade 6	1,787	1,930	1,985	1,902	1,899	1,853
Grade 7	1,720	1,787	1,930	1,985	1,902	1,899
Grade 8	1,663	1,720	1,787	1,930	1,985	1,902
Elementary School Students	13,525	13,907	14,146	14,330	14,597	14,867
Intermediate School Students	3,383	3,507	3,717	3,915	3,887	3,801

Oxnard School District
Allocation of Surplus Seats

Actual and Projected Surplus School Seats from Existing Units

Item	School Year 2015/2016	School Year 2020/2021
Actual/Projected Elementary School Students from Existing Units	13,525	14,867
Existing Elementary School Facilities Capacity	13,808	13,808
Excess Elementary School Seats	283	(1,059)
Actual/Projected Intermediate School Students from Existing Units	3,383	3,801
Existing Intermediate School Facilities Capacity	3,222	3,222
Excess Intermediate School Seats	(161)	(579)

Exhibit

**Identification and Consideration of Local Funding Sources per
Section 65995.5(c)(2) and Section 65995.6(b)(3)**

Section 65995.6(b)(3) requires the School District to identify and consider any local sources other than fees, charges, dedications, or other requirements that can be used to offset the cost impacts of Future Units. Additionally, Section 65995.5(c)(2) requires the School District to subtract the amount of Local Funds, which includes commercial/industrial school fees, that the governing board has dedicated to facilities necessitated by Future Units. What follows is a summary of potential local sources, including Local Funds that were evaluated for reducing such impact.

1. Lease Financings

Lease financings are a means of financing facilities through a pledge of lease payments, as opposed to a new revenue source, i.e., Certificates of Participation ("COPs"), Lease Revenue Bonds ("LRBs"), etc. All lease payments associated with lease financings must be paid by the issuing school district through its existing sources of revenue. The lease payments are secured by the issuing school district's general fund.

The School District has not issued any recent lease financings to offset the impact of Future.

2. General Obligation Bonds

General Obligation ("GO") bonds are secured by the full faith, credit and taxing power of the issuing school district. A GO bond constitutes debts of the issuer and generally requires 2/3 approval by election prior to issuance; however, a Proposition 39 GO bond is approved by 55 percent of the votes. In return for a lower voter approval threshold under Proposition 39, the issuing school district (i) must identify a specific list of school facility projects, (ii) has limitations on the rate of maximum tax levy, and (iii) upon approval, the expenditures are monitored and audited by a citizens' oversight committee annually. Voter approval grants the school district the right to levy additional *ad valorem* taxes on all taxable property within its jurisdiction in order to pay debt service on the GO bonds.

On November 6, 2012, the voters of the School District approved Measure R, which authorized the issuance of \$90,000,000 in GO bonds. Proceeds from these GO bonds have been dedicated to the removal of relocatable classrooms and the modernization of existing facilities within the School District. Therefore, at this time, no proceeds from GO bonds are available to offset the impact of Future Units.

3. Redevelopment Pass-Throughs

California redevelopment law allows school districts to share in tax increment income via pass-through agreements with local redevelopment agencies. The passage of AB X1 26 eliminated redevelopment agencies as of February 1, 2012, and replaced them with successor agencies. Though redevelopment agencies have been eliminated, local educational agency's pass-through entitlements remain.

The School District currently has pass-through agreements with the City of Oxnard. Over the last five (5) years, the School District has collected approximately \$1,352,346 in redevelopment revenue from these pass through agreements. A similar amount of redevelopment revenue can be expected to be received over the next five (5) years. At this time, \$1,352,346 is considered to be available as potential funding for school facilities to house students generated from Future Units.

4. Community Facilities Districts

The Mello-Roos Community Facilities Act provides an alternative method for public agencies to fund facilities with useful lives of five (5) years or more. The Community Facilities District ("CFD") is a financing entity through which a local government is authorized to levy special taxes to pay debt service on issued bonds or to pay for the direct construction of facilities. A two-thirds vote of the qualified voters is required to form the CFD.

The School District has not formed any CFDs to date.

5. School Fees

Sections 17620 *et seq.* of the Education Code gives school districts the authority to collect statutory school fees ("School Fees") from commercial and industrial development if a justification study is prepared and certain nexus findings are made. Section 65995.5(c)(2) requires the School District to identify and consider Local Funds, which includes commercial/industrial School Fees, and to subtract such funds from the total impact created by Future Units, if such Local Funds are available.

The School District currently collects such fees in the amount of \$0.356 per square foot. In the previous five (5) years, the School District collected approximately \$1,313,070 in School Fees from commercial/industrial development. A similar amount of commercial/industrial School Fees can be expected to be received over the following five (5) years. This potential funding will be discussed further below.

6. Identification of Existing Surplus Local Funds

As stated in Section III.B, the School District currently has 122 unhoused students from existing residential units. Based on per-student costs calculated in Exhibit E, these existing unhoused students have a cost impact to the School District of \$11,165,511.

Over the next five (5) years, the School District will also need to construct school facilities to house students to be generated from Future Units. Using per-student costs calculated in Exhibit E, providing adequate school facilities to the 334 Projected Unhoused Students identified in Section III.C will have a cost of \$18,444,774. Table L-1 shows a summary of the school facilities needs of the School District.

**Table L-1
Identification of School Facilities Needs (2016\$)**

Item	Amount
Current Unhoused Student Impact	\$11,165,511
Future Unhoused Student Impact	\$18,444,774
Total	\$29,610,285

As stated above, the School District has identified the following local funds: (i) a potential for \$1,352,346 in funding from redevelopment pass-through agreements and (ii) potential commercial/industrial school fees in the amount of \$1,313,070. In addition, the School District also plans to pursue State funding for the construction of school facilities to adequately house students generated from existing residential development and Future Units. Based on the current per-pupil grant amounts established by the State and the School District's site costs, the 122 existing unhoused students would generate \$4,847,287 in State funding and the 334 Projected Unhoused Students would generate \$8,214,646 in State funding (although State funding is not currently available, this Analysis assumes that State Funding will be available in the future in the amount identified). Additionally, based on Table 14 of the Analysis, the School District can expect to receive \$8,214,646 from Alternative No. 2 Fees on new residential development. Table L-2 summarizes potential funding sources to fund the school facilities needs identified in Table L-1.

**Table L-2
Identification of Local Funds (2016\$)**

Item	Amount
Projected Redevelopment Revenues	\$1,352,346
Projected Commercial/Industrial School Fees	\$1,313,070
State Funding for Current Unhoused Students	\$4,847,287
State Funding for Projected Unhoused Students	\$8,214,646
Projected Alternative No. 2 Fees	\$8,214,646
Total	\$23,941,995

As shown in Table L-3, when considering the current and future school needs of the School District, there is currently a \$5,668,290 funding shortfall. Therefore, the School District does not have surplus funds available to offset the cost impact of Future Units.

**Table L-3
Identification of Funding Shortfall (2016\$)**

Item	Amount
School Facilities Needs	\$29,610,285
Local Funding Sources	(\$23,941,995)
Remaining Funding Shortfall	\$5,668,290

Exhibit M

Calculation of Additional Grants for General Site Development

**Oxnard School District
General Site Development Grant per Student Calculation**

1. Calculation of Additional Grant Amount as a percentage of Base Per-Pupil Grant at Each School Level

School Level	Base Per-Pupil Grant ^[1]	Percent	Additional Grant
Elementary School	\$10,824	6.00%	\$649
Intermediate School	\$11,476	6.00%	\$689
[1] Includes Automatic Fire Detection/Sprinkler Grant.			

2a. Calculation of Total Grant Amount for a New School Facility at Each School Level

School Level	Grant per New Usable Acre	Site Size	Grant per School Facility
Elementary School	\$17,308	10.6	\$183,465
Intermediate School	\$17,308	28.8	\$498,470

2b. Calculation of Grant Amount per Student at Each School Level

School Level	Grant per School Facility	Facility Capacity	Grant per Student
Elementary School	\$183,465	750	\$245
Intermediate School	\$498,470	1,200	\$415

3. Determination of Total Grant per Student for General Site Development at Each School Level

School Level	Additional Grant as a percentage of Base Per-Pupil Grant	Grant per Student	Total Grant for General Site Development
Elementary School	\$649	\$245	\$894
Intermediate School	\$689	\$415	\$1,104

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/20/16

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

ADOPTION OF RESOLUTION #15-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620 (Cline)

On January 23, 2014, the State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees per residential building square foot that may be levied for schools ("Level 1 Fees") from \$3.36 to \$3.48 per square foot for assessable space of residential development and from \$0.54 to \$0.56 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Dolinka Group, LLC to prepare the Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies"). Pursuant to the State law and based on information contained in the Studies, the District is fully justified in levying sixty-six percent (66%) of the maximum Level 1 Fee amounts, or \$2.30 per square foot for all new residential development and \$0.37 per square foot for all new commercial/industrial development. The Studies were available for public review from April 8, 2016 through April 20, 2016.

FISCAL IMPACT

Increase in the Level I fee to \$2.30 per square foot for all new residential development and \$0.37 per square foot for all new commercial/industrial development.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 15-34, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 20, 2016, 60 days after the adoption date at the public hearing.

ADDITIONAL MATERIAL

Attached: Resolution #15-34 (9 pages)
 Residential Development School Fee Justification Study (26 pages)
 Commercial/Industrial Development School Fee Justification Study (28 pages)

RESOLUTION NO. 15-34

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$3.48 per square foot for assessable space of residential development and \$0.56 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered two studies entitled "Residential Development School Fee Justification Study for Oxnard School District" and "Commercial/Industrial Development School Fee Justification Study for Oxnard School District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of employees anticipated to result

from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

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

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

Section 14. That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- A. \$2.30 per square foot of assessable space for new single family detached residential development and \$2.30 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. \$0.37 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the

Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$0.37
Office	\$0.37
Research and Development	\$0.37
Industrial/Warehouse/Manufacturing	\$0.37
Hospitals	\$0.37
Hotel/Motel	\$0.37

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

- A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory School Fees

and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.

- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

- H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

Section 21. That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED, ADOPTED, AND SIGNED ON APRIL 20, 2016

BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT

By:

President of the Board of Trustees of
the Oxnard School District

ATTEST:

By:

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Debra M. Cordes, do hereby certify that the foregoing Resolution No. 15-34 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 20th day of April, 2016, and that it was so adopted by the following vote:

AYES: ___
NOES: ___
ABSTAIN: ___
ABSENT: ___

Clerk of the Board of Trustees of the
Oxnard School District



**Residential Development School
Fee Justification Study**

Oxnard School District

April 7, 2016

Prepared For:

Oxnard School District
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T 805.487.3918

Prepared By:

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Exhibits

- Exhibit A:** Current SAB Form 50-02
- Exhibit B:** Updated School Facilities Capacity Calculation
- Exhibit C:** Updated School Facilities Cost Estimates

Executive Summary

This Residential Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code.

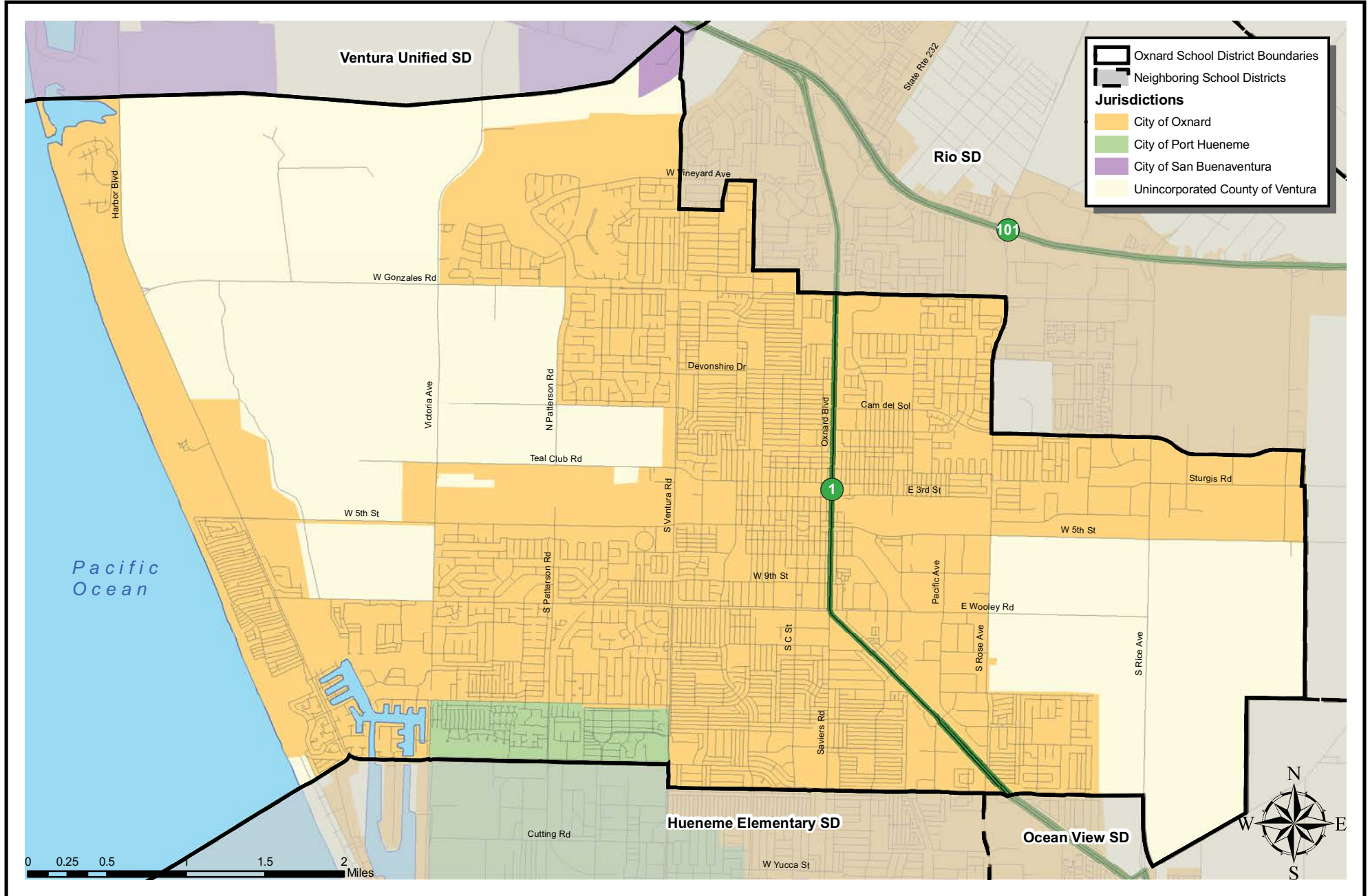
The School District provides education to students in grades kindergarten to 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2015/2016 have a capacity of 17,030 students per Section 17071.10(a) of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level (i.e., grades kindergarten through 6) and 3,222 are at the intermediate school level (i.e., grades 7 and 8). These capacities include seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 16,908 in school year 2015/2016. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2015/2016 (please see Section IV for more information on student enrollment and facilities capacity).

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments ("SCAG") approximately 8,094 additional residential units could be constructed within the School District's boundaries through calendar year 2035 ("Future Units"). Of these 8,094 Future Units, 5,180 are expected to be single family detached ("SFD") and 2,914 are expected to be multi-family attached ("MFA") units.

To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation factors ("SGFs") calculated by Dolinka Group, to determine the projected student enrollment from Future Units. The results were that 2,743 unhoused elementary school students and 1,364 unhoused intermediate school students are anticipated to be generated from Future Units. These numbers include a reduction of the number of students projected to be housed by existing excess seats ("Projected Unhoused Students").

Oxnard School District

Geographic Profile



To adequately house the Projected Unhoused Students, the School District will need to construct new elementary school and intermediate school facilities. Using design capacities of 750 students at the elementary school level and 1,200 students at the intermediate school level, the School District will need to construct four (4) new elementary schools and one (1) new intermediate school to accommodate the Projected Unhoused Students from the Future Units projected to be constructed at this time. Based on school facility cost estimates prepared by Dolinka Group, an elementary school is projected to cost \$36,492,306 and an intermediate school is projected to cost \$83,220,824.

In addition to the school facilities cost impacts, the School District will experience Central Administrative and Support Facilities cost impacts. In January 1994, the State Allocation Board ("SAB") approved a policy of four (4) square feet of Central Administrative and Support Facilities per student, which based on School District cost estimates equates to a per-student cost of \$800. Multiplying these costs by the facilities needed and the students generated yielded the total school facilities cost impacts shown in Table ES-1.

**Table ES-1
Total School Facilities Cost Impacts (2016\$)**

School Level	Cost per Facility /Student	Facilities /Students Generated	Total School Facilities Cost Impacts
Elementary School	\$36,492,306	3.6573	\$133,463,309
Intermediate School	\$83,220,824	1.1367	\$94,597,110
Central Admin. Impacts	\$800	4,107	\$3,285,600
Total	N/A	N/A	\$231,346,019

The amounts listed in Table ES-1 were apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 below lists the school facilities cost impacts per residential unit.

**Table ES-2
School Facilities Cost Impacts per Residential Unit (2016\$)**

Land Use	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$153,123,115	5,180	\$29,560
Multi-family Attached	\$78,222,904	2,914	\$26,844

To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

**Table ES-3
School Facilities Cost Impacts per Residential Square Foot (2016\$)**

Land Use	School Facilities Cost Impacts per Future Unit	Average Square Footage	School Facilities Cost Impacts per Residential Square Foot
Single Family Detached	\$29,560	2,750	\$10.75
Multi-family Attached	\$26,844	1,250	\$21.48

On February 24, 2016, the SAB increased the maximum residential School Fee authorized by Section 17620 of the Education Code from \$3.36 to \$3.48 per residential building square foot for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District ("OUHSD"), the School District can collect 66.00 percent, or \$2.30 per square foot, for all new Future Units built within its boundaries. Since the School District's share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the School District is fully justified in levying \$2.30 per square foot for all new residential development within its boundaries, which represents its portion of the maximum residential School Fee.

I. Introduction

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees are generally not imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

II. Legislation

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation are summarized below:

A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot of enclosed residential floor space and \$0.25 per square foot of enclosed commercial/industrial floor space.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.

5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

III. Methodology of Study

The School District is projecting an increase in student enrollment attributable to new residential development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. In particular, the School District has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, and the provisions of Section 66001 of the Government Code.

A. Overview of Methodology

In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections (i.e., the projected number of residential units to be constructed within the School District);
2. Student generation (i.e., the number of students generated from a residential unit within the School District);
3. Facility requirements (i.e., the number of new school facilities required to house students generated from new residential units);
4. School facilities cost impacts (i.e., the costs to the School District associated with the construction of new school facilities); and
5. School Fee requirements (i.e., the School District's need to levy School Fees to cover the cost of new school facilities).

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs. These impacts are identified for two (2) residential land uses; SFD units and MFA units (e.g., condominiums, apartments, townhomes, duplexes, etc.). These "linkage impacts" include four (4) major types:

1. Residential Unit Projections
2. Student Generation Factors
3. School Facilities Cost Impacts
4. Maximum School Fee Revenues

B. Residential Unit Projections

The number of Future Units to be constructed within the boundaries of the School District was determined based on information provided by SCAG.

C. Student Generation Factors

SGFs by school level (e.g., elementary school and intermediate school) for each of the residential land use categories were calculated by Dolinka Group. Dolinka Group calculated SGFs for the School District through an analysis which consisted of cross-referencing the School District's actual enrollment data against residential data from the Office of the Assessor for the County ("County Assessor").

D. School Facilities Cost Impacts

School facilities cost impacts were calculated by determining the additional elementary school and intermediate school facilities needed to adequately house students generated from Future Units and the total cost for those school facilities. School facilities costs are based on estimates prepared by Dolinka Group and are attached and incorporated herein as Exhibit C.

E. Maximum School Fee Revenues

Maximum School Fee revenues for residential development were based on the current maximum residential School Fee authorized by the SAB (currently \$3.48 per square foot) under AB 2926. Based on the current fee sharing arrangement of the School District with OUHSD, the School District may collect up to 66 percent of the current maximum School Fee or \$2.30 per square foot of new residential construction.

F. Comparison of School Facilities Cost Impacts and Maximum School Fee Revenues

If school facilities cost impacts per residential square foot are greater than maximum School Fee revenues, then the levy of the maximum residential School Fee is justified to cover as much of school facilities cost impacts per residential square foot as possible. Should school facilities cost impacts per residential square foot be less than maximum School Fee revenues, then only a School Fee equivalent to the school facilities cost impacts per residential square foot can be justified to cover facilities needs generated by future residential development. Under this latter circumstance, the School District would not be justified in imposing the maximum residential School Fee per square foot.

IV. Facilities Capacity and Student Enrollment

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential development, school year 2015/2016 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2015/2016 have a capacity of 17,030 students per Section 17071.10(a) of the Education Code. These capacities include seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 17,030 existing seats, 13,808 are at the elementary school level and 3,222 are at the intermediate school level. The enrollment of the School District in school year 2015/2016 is 16,908 students. As shown in Table 1 below, the School District's facilities capacity exceeds student enrollment at the elementary school level while the student enrollment exceeds facilities capacity at the intermediate school level in school year 2015/2016.

Table 1
Existing School Facilities Capacity and Student Enrollment

School Level	2015/2016 Facilities Capacity^[1]	2015/2016 Student Enrollment^[2]	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	13,808	13,525	283
Intermediate School (Grades 7-8)	3,222	3,383	(161)
Total	17,030	16,908	122

[1] SAB Form 50-02 (Exhibit A) plus additional State funded capacity and teaching stations purchased by the School District (Exhibit B).
[2] 2015/2016 student enrollment provided by the School District.

As indicated in Table 1, 283 elementary school seats are available to house students generated from Future Units. These surplus seats will be addressed in Section V below.

V. Impact of Residential Development on School Facilities Needs

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee on residential property to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

A. Projected Residential Development within the School District

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, Dolinka Group has estimated that the School District could experience the construction of approximately 8,094 Future Units through calendar year 2035. Of these 8,094 Future Units, 5,180 are expected to be SFD units and 2,914 are expected to be MFA units. Table 2 distinguishes Future Units by land use.

**Table 2
Future Units**

Land Use	Total Future Units
Single Family Detached	5,180
Multi-family Attached	2,914
Total Units	8,094

B. Reconstruction

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

B1. Residential Reconstruction

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGFs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

B2. Reconstruction of Commercial/Industrial Construction into Residential Construction

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Dolinka Group is aware that such types of Reconstruction may occur within the School District in the future, however, Dolinka Group was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

C. Student Generation Factors per Residential Unit

In order to analyze the impact on the School District’s student enrollment from Future Units, Dolinka Group calculated SGFs for SFD and MFA units. The process of determining SGFs involved cross-referencing the School District’s enrollment data against the County Assessor residential data.

Sorting and extracting the County Assessor records by land use, Dolinka Group developed a database of 18,975 SFD units. This database was then compared with the School District's student enrollment database to identify address matches. Upon comparison of the two (2) databases, 10,162 student matches were found, resulting in the SGFs shown in Table 3.

**Table 3
Student Generation Factors for Single Family Detached Units**

School Level	Students Matched	Single Family Detached Units	Student Generation Factors
Elementary School	7,008	18,975	0.3693
Intermediate School	3,154	18,975	0.1662
Total	10,162	N/A	0.5355

A procedure identical to the one used in calculating the SGFs for SFD units was used to determine SGFs for MFA units. A total of 5,345 students matched to the MFA database which consisted of 10,975 units. The resulting SGFs for MFA units are shown in Table 4 below.

**Table 4
Student Generation Factors for Multi-family Attached Units**

School Level	Students Matched	Multi-family Attached Units	Student Generation Factors
Elementary School	3,706	10,975	0.3377
Intermediate School	1,639	10,975	0.1493
Total	5,345	N/A	0.4870

However, due to incomplete and incorrect address information in both the student enrollment and residential databases, Dolinka Group was unable to match all of the School District's students. The results are SGFs that understate the number of students generated by SFD and MFA units. After accounting for incoming interdistrict students that reside outside of the School District's boundaries as well as students matching to uncoded parcels, there were 738 unmatched students. Therefore, Dolinka Group adjusted the SGFs listed in Tables 3 and 4 based on a rate which considers the number of students successfully matched to a school level and land use. The adjusted SGFs for each land use by school level are shown in Table 5.

**Table 5
Adjusted Student Generation Factors**

School Level	Single Family Detached Units	Multi-family Attached Units
Elementary School	0.3858	0.3527
Intermediate School	0.1749	0.1571
Total	0.5607	0.5098

D. School District Facilities Requirements

By multiplying the Future Units as listed in Table 2 by the SGFs identified in Table 5, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 6.

**Table 6
Projected Student Enrollment from Future Units**

School Level	Projected Student Enrollment from Future SFD Units	Projected Student Enrollment from Future MFA Units	Projected Student Enrollment from Future Units
Elementary School	1,998	1,028	3,026
Intermediate School	906	458	1,364
Total	2,904	1,486	4,390

As indicated in Section IV, 283 surplus elementary school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at the elementary school level. Table 7 shows Projected Unhoused Students for the School District.

**Table 7
Projected Unhoused Students from Future Units**

School Level	Projected Students from Future Units	Surplus Seats	Projected Unhoused Students
Elementary School	3,026	283	2,743
Intermediate School	1,364	0	1,364
Total	4,390	283	4,107

To determine the number of elementary school and intermediate school facilities necessary to adequately house the Projected Unhoused Students, Dolinka Group divided the Projected Unhoused Students by the estimated school facilities capacity at each school level, as provided by the School District. The additional school facilities requirements are identified in Table 8.

**Table 8
Additional School Facilities for Projected Unhoused Students**

School Level	Projected Unhoused Students	Estimated Facilities Capacity	Additional Facilities Needed
Elementary School	2,743	750	3.6573
Intermediate School	1,364	1,200	1.1367

E. School District Facilities Costs

School facilities cost estimates at the elementary school and intermediate school levels were prepared by Dolinka Group. The school facilities costs represent the full cost of site acquisition, site development, construction, furniture and equipment, as well as technology. It must be noted that the facilities costs are in 2016 dollars and do not include interest costs associated with debt incurred to finance the construction of facilities. The estimated site acquisition and facility construction costs by school level are shown in Table 9 while the costs for each component of the school facilities construction are listed in Exhibit C.

**Table 9
Estimated School Facilities Costs (2016\$)**

School Level	Site Acquisition Costs	Facility Construction Costs	Estimated Total Cost per Facility
Elementary School	\$14,539,996	\$21,952,310	\$36,492,306
Intermediate School	\$34,854,990	\$48,365,834	\$83,220,824

The costs in Table 9 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 7, Future Units will cause the enrollment of the School District to increase by approximately 4,107 students. In accordance with the Provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Study incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

F. Total School Facilities Cost Impacts

To determine the total school facilities cost impacts caused by Future Units, Dolinka Group (i) multiplied the school facilities costs (Table 9) by the additional school facilities needed (Table 8) and (ii) multiplied the central administrative and support facilities costs per student (above paragraph) by the Projected Unhoused Students (Table 7). Table 10 illustrates the total school facilities cost impacts from future residential development.

**Table 10
Total School Facilities Cost Impacts from Future Units (2016\$)**

Item	Cost per Facility /Student	Facilities Required/Students Generated	Total School Facilities Cost Impacts
Elementary School	\$36,492,306	3.6573	\$133,463,309
Intermediate School	\$83,220,824	1.1367	\$94,597,110
Central Admin. Impacts	\$800	4,107	\$3,285,600
Total	N/A	N/A	\$231,346,019

G. School Facilities Cost Impacts per Residential Unit

To determine the total school facilities cost impacts per future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary and intermediate school students to be generated from such land use. Table 11 shows total school facilities cost impacts by land use.

**Table 11
Total School Facilities Cost Impacts by Land Use (2016\$)**

School Level	Single Family Detached Units	Multi-family Attached Units	Total School Facilities Cost Impacts
Elementary School	\$89,564,751	\$46,092,958	\$135,657,709
Intermediate School	\$63,558,364	\$32,129,946	\$95,688,310
Total	\$153,123,115	\$78,222,904	\$231,346,019

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 12.

**Table 12
School Facilities Cost Impacts per Future Unit (2016\$)**

Land Use	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$153,123,115	5,180	\$29,560
Multi-family Attached	\$78,222,904	2,914	\$26,844

H. School Facilities Cost Impacts per Square Foot

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 12 were divided by the average square footage of such type of residential unit. Using square footage information for recently constructed units obtained from the County Assessor, Dolinka Group estimates that the average square footage of an SFD unit in the School District is projected to be 2,750 square feet while the average square footage of an MFA unit is projected to be 1,250 square feet. Table 13 shows the school facilities cost impacts per square foot of residential construction in the School District.

Table 13
School Facilities Cost Impacts per Residential Square Foot (2016\$)

Land Use	School Facilities Cost Impacts per Residential Unit	Average Square Footage	School Facilities Cost Impacts per Square Foot
Single Family Detached	\$29,560	2,750	\$10.75
Multi-family Attached	\$26,844	1,250	\$21.48

I. Comparison of School Facilities Cost Impacts and School Fee Revenues per Residential Square Foot

On February 24, 2016, the SAB increased the maximum residential School Fee authorized by Section 17620 of the Education Code from \$3.36 to \$3.48 per residential building square foot for unified school districts. Based on the School District's fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$2.30 per square foot, for all new Future Units built within its boundaries. Since the School District's share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the School District is fully justified in levying \$2.30 per square foot for all new residential development within its boundaries, which represents its portion of the maximum residential School Fee.

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Exhibit A

Current SAB Form 50-02

STATE OF CALIFORNIA
EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT
 OXNARD ELEMENTARY
 COUNTY
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (if applicable)

PART I - Classroom Inventory NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

PART II - Available Classrooms

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:
 I am designated as an authorized district representative by the governing board of the district; and,
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Richard Duarte

DATE

2/21/01

Exhibit B

Updated School Facilities Capacity Calculation

Oxnard School District
School Facilities Capacity Calculation

Application	Item	Elementary School	Intermediate School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-008	Driffill Elementary	350	0
Total Capacity	N/A	13,808	3,222

Exhibit C

Updated School Facilities Cost Estimates

**Oxnard School District
 Summary of Estimated Costs
 Elementary School
 March 2016**

A. Site				\$14,539,996
	Purchase Price of Property		\$14,499,996	
		Acres ^[1] :	12	
		Cost/Acre:	\$1,208,333	
	EIR		\$20,000	
	Appraisals		\$10,000	
	Surveys		\$5,000	
	Escrow/Title		\$5,000	
	[1] Assumes Net Usable Acres			
B. Plans				\$1,234,969
	Architect's Fee		\$1,101,563	
	Preliminary Tests		\$20,000	
	DSA/SDE Plan Check		\$93,406	
	Energy Fee Analysis		\$15,000	
	Other		\$5,000	
C. Construction				\$18,281,250
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		75	
	Cost / Square Feet		\$325	
D. Tests				\$50,000
E. Inspection				\$144,000
	(\$12,000 per month for 12 months)			
F. Furniture and Equipment				\$466,875
	(\$5 per Square Foot, includes Cost Index Adjustment of 66%)			
G. Contingency				\$522,756
	(\$2000 + 1.5% of items A-F)			
H. Items Not Funded by the State				\$1,252,460
	Technology (5% of Construction)		\$914,063	
	Library Books (8 books/student @ \$15)		\$90,000	
	Landscaping (\$0.44/sq. ft x 12 acres)		\$229,997	
	Landscape Architect Fees (8% of Landscaping)		\$18,400	
I. Total Estimated Cost				\$36,492,306

Summary	
School Facilities Capacity - Traditional Calendar	750
School Facilities Cost per Student - Traditional Calendar	\$48,656

**Oxnard School District
 Summary of Estimated Costs
 Intermediate School
 March 2016**

A. Site				\$34,854,990
	Purchase Price of Property		\$34,799,990	
		Acres ^[1] :	28.8	
		Cost/Acre:	\$1,208,333	
	EIR		\$25,000	
	Appraisals		\$12,000	
	Surveys		\$8,000	
	Escrow/Title		\$10,000	
	[1] Assumes Net Usable Acres			
B. Plans				\$2,478,000
	Architect's Fee		\$2,197,500	
	Preliminary Tests		\$45,000	
	DSA/SDE Plan Check		\$203,000	
	Energy Fee Analysis		\$25,000	
	Other		\$7,500	
C. Construction				\$40,200,000
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		100	
	Cost / Square Feet		\$335	
D. Tests				\$180,000
E. Inspection				\$324,000
	(\$12,000 per month for 18 months x 1.5 inspectors)			
F. Furniture and Equipment				\$1,195,200
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)			
G. Contingency				\$1,190,483
	(\$2000 + 1.5% of items A-F)			
H. Items Not Funded by the State				\$2,798,151
	Technology (5% of Construction)		\$2,010,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 28.8 acres)		\$551,992	
	Landscape Architect Fees (8% of Landscaping)		\$44,159	
I. Total Estimated Cost				\$83,220,824

Summary	
School Facilities Capacity - Traditional Calendar	1,200
School Facilities Cost per Student - Traditional Calendar	\$69,351



**Commercial/Industrial Development
School Fee Justification Study**

Oxnard School District

April 7, 2016

Prepared For:

Oxnard School District
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Executive Summary

This Commercial/Industrial Development School Fee Justification Study ("Study") analyzes the extent to which a nexus can be established in the Oxnard School District ("School District") between categories of commercial/industrial development ("CID") and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per square foot that may be levied for schools pursuant to the provisions of Assembly Bill ("AB") 181, Section 66001 of the Government Code, and subdivision (e) of Section 17621 of the Education Code.

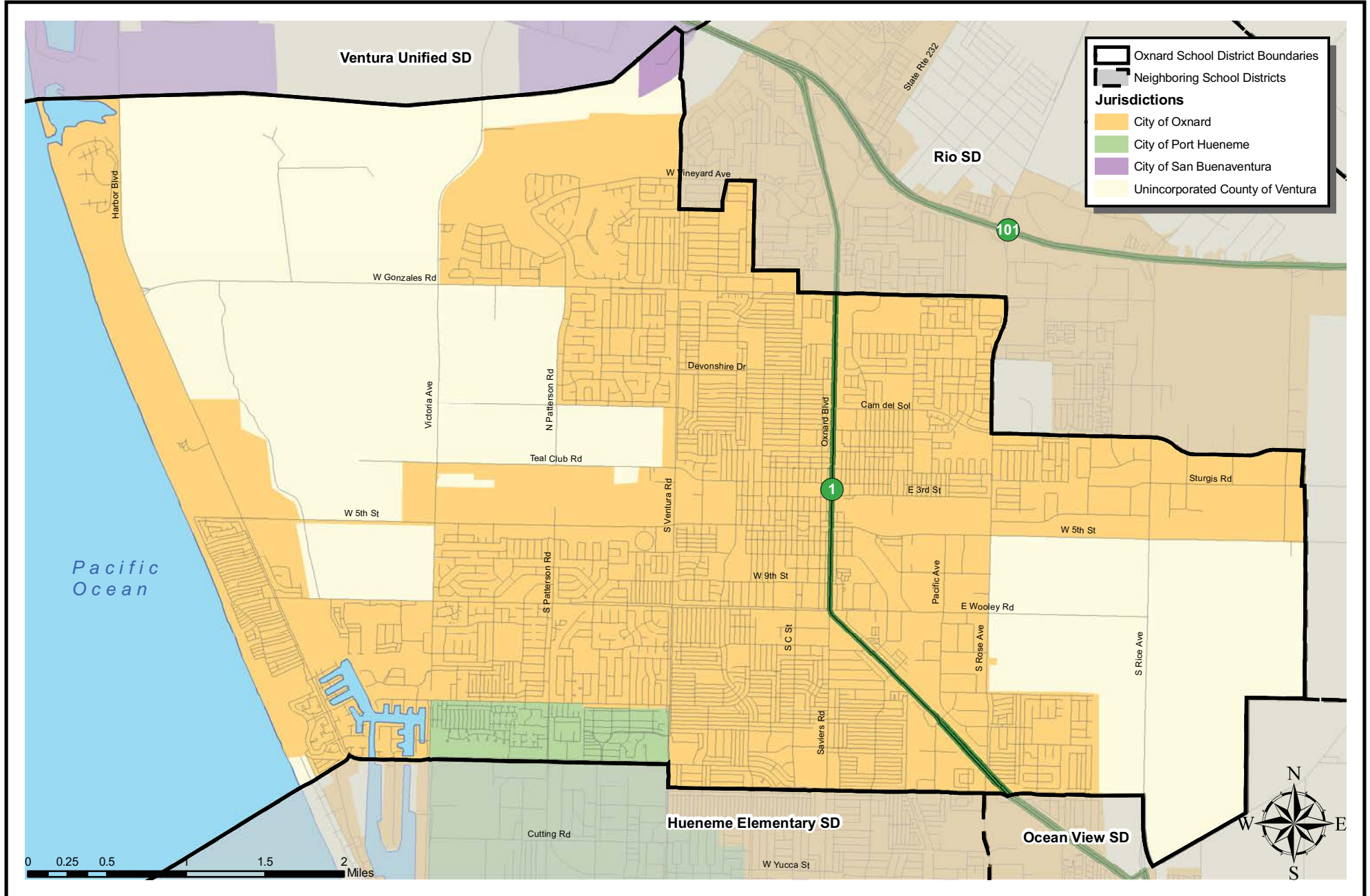
The School District provides education to students in grades kindergarten to 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2015/2016 have a capacity of 17,030 students per Section 17071.10(a) of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level (i.e., grades kindergarten through 6) and 3,222 are at the intermediate school level (i.e., grades 7 and 8). These capacities include seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding. Based on data provided by the School District, student enrollment is 16,908 in school year 2015/2016. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2015/2016.

New residential housing opportunities within the School District were also evaluated to confirm the availability of new homes for those who may relocate into the School District due to employment opportunities generated by new CID. Projections of the number of future residential units to be built within the School District's boundaries are based on information provided by the Southern California Association of Governments ("SCAG"). Based on this information, approximately 8,094 new residential units could be developed within the School District through calendar year 2035 ("Future Units"). Of these 8,094 Future Units, 5,180 are expected to be single family detached ("SFD") units while 2,914 are expected to be multi-family attached ("MFA") units. These units thereby provide room for new employees without the displacement of existing residents.

To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides CID into six (6) land use categories: retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, and hotel/motel. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-1.

Oxnard School District

Geographic Profile



**Table ES-1
Employment Impacts per 1,000 Square Feet CID**

CID Land Use Category	Employees per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325

Additional data from SCAG, the U.S. Bureau of Census ("Census"), and Corelogic provide a basis for estimating net school district household impacts (i.e., the number of households which locate within the School District per 1,000 square feet of CID floor space) for each category. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, resulting from each of the six (6) CID categories within the School District, expressed in 2016 dollars. These results are summarized in Table ES-2.

**Table ES-2
Gross School Facilities Cost Impacts per 1,000 Square Feet of CID (2016\$)**

CID Land Use Category	Elementary School Impacts	Intermediate School Impacts	Gross School Facilities Cost Impacts^[1]
Retail and Services	\$883	\$603	\$1,486
Office	\$1,376	\$947	\$2,323
Research and Development	\$1,201	\$828	\$2,029
Industrial/Warehouse/Manufacturing	\$1,062	\$730	\$1,792
Hospital	\$1,094	\$758	\$1,852
Hotel/Motel	\$448	\$309	\$757

[1] Numbers may not sum due to rounding.

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the proposed Alternative No. 2 Fee of \$3.64 per square foot, justified in the School District's School Facilities Needs Analysis ("Analysis"), dated March 17, 2016.

The residential revenues per household are then multiplied by the number of net school district households per 1,000 square feet of CID and the product is subtracted from the gross school facilities cost impacts listed above. This results in net school facilities cost impacts by CID category. This impact is summarized in Table ES-3.

**Table ES-3
Net School Facilities Cost Impacts per 1,000 Square Feet of CID (2016\$)**

CID Land Use Category	Gross School Facilities Cost Impacts	Residential Revenues	Net School Facilities Cost Impacts
Retail and Services	\$1,486	\$360	\$1,126
Office	\$2,323	\$563	\$1,760
Research and Development	\$2,029	\$490	\$1,539
Industrial/Warehouse/Manufacturing	\$1,792	\$434	\$1,358
Hospital	\$1,852	\$447	\$1,405
Hotel/Motel	\$757	\$183	\$574

On February 24, 2016, the State Allocation Board ("SAB") increased the maximum CID School Fee authorized by Section 17620 of the Education Code from \$0.54 to \$0.56 per square foot for unified school districts. Pursuant to the School District's revenue sharing agreement with Oxnard Union High School District ("OUHSD"), the maximum the School District can receive from new CID is approximately 66.00 percent of the School Fees, or \$0.37 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the School District's portion of the maximum commercial/industrial School Fee revenues per 1,000 square feet. As net school facilities cost impacts for all CID categories are higher than the School District's portion of the maximum CID School Fee revenues, the levy of the maximum CID School Fee of \$0.37 per square foot, or \$370 per 1,000 square feet, for all CID land use categories is justified.

I. Introduction

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee/mitigation payment collection procedure.

Additionally, AB 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004 the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally, AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect alternative school facility fees ("Alternative Fees") on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees cannot be imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as collected from CID to cover funding shortfalls created by residential development, as well as to cover impacts created by inter-district transfer students. However, before a school district can levy School Fees on new development, State law requires that certain "nexus" findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

II. Legislation

State legislation, specifically AB 2926, AB 1600, and AB 181, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities, especially with regard to CID. In order to determine the appropriate School Fees for CID, the Study follows the same nexus requirements as outlined by the ABs listed above. Relevant provisions of this legislation are summarized below:

A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential development and CID in order to pay for school facilities required by such development. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for CID must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development".
3. School Fees for 1987 were limited to a maximum of \$1.50 per square foot of enclosed residential floor space and \$0.25 per square foot of enclosed commercial/industrial floor space.
4. Every year, School Fees shall be subject to annual increases based on the statewide cost index for Class B construction, as determined by the SAB at its January meeting.

The provisions of AB 2926 have since been expanded and revised by AB 1600 and AB 181.

B. AB 1600

AB 1600, which created Sections 66000 *et seq.* of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be applied.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.

5. Provide an annual accounting of all utilization of fee revenues, and provide further finding each year that the relationship stated in the previous paragraph still exists if any portion of the fee remains unexpended, whether committed or uncommitted, in the School District's accounts five (5) or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the revenues to be generated by School Fees and (ii) there is a nexus or reasonable causal relationship between the need for School Fee revenues and the type of development project on which the School Fees are imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

C. AB 181

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 *et seq.* of the Government Code which was re-codified as Sections 17620 *et seq.* of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID, and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district." Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.
3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

III. Objective and Methodology of Study

The School District is projecting an increase in student enrollment attributable to new residential development in future years. This projected growth will create a demand for new school facilities within the School District and the need to incur significant facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on development projects that have an impact on the School District. In particular, the School District has determined that School Fees must be levied on new commercial/industrial projects if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. The objective of the Study is to provide a basis for such findings pursuant to the requirements of AB 181, the provisions of Section 66001 of the Government Code, and subdivision (e) of Section 17621 of the Education Code.

A. Overview of Methodology

In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

1. Job creation (i.e., new CID within the School District creates new jobs);
2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
3. Student generation (i.e., household formation within the School District generates new students);
4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

1. Employment Impacts
2. Household Impacts
3. Student Generation Impacts
4. School Facilities Cost Impacts
5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

B. CID Land Use Categories

Linkage impacts are analyzed for the following CID land use categories:

1. Retail and Services
2. Office
3. Research and Development
4. Industrial/Warehouse/Manufacturing
5. Hospital
6. Hotel/Motel

Retail and Services

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

Office

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

Research and Development

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

Industrial/Warehouse/Manufacturing

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

Hospital

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

Hotel/Motel

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days. It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to five (5) of the six (6) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

C. Linkage Impacts

Linkage impacts are estimated for "prototypical units" of 1,000 square feet of new commercial or industrial floor space. Separate impact estimates are made for each of the CID categories shown above, based primarily on differences in employment generation among these commercial/industrial uses.

As noted above, major linkage impacts include employment impacts, household formation impacts, student generation impacts, school facilities cost impacts, and residential revenues. The nature and components of these impacts are summarized below, along with the key assumptions and data sources used in their estimation.

C.1 Employment Impacts

Employment impacts for each land use category are represented by the estimated number of employees generated per 1,000 square feet of CID floor space. These impacts include potential on-site employees only.

Assumptions and Data Sources

Employment impact estimates are based on employment generation factors which indicate occupied building square footage per employee. Pursuant to Section 17621(e)(1)(B) of the Education Code, employment generation factors were derived from the report entitled "San Diego Traffic Generators" prepared by SANDAG.

C.2 Household Impacts

Household impacts are represented by the estimated number of households associated with each category of employment impacts per 1,000 square feet of CID floor space. Household impacts include the following components.

- Total household impacts (i.e., the estimated number of households established by on-site employees, wherever these households may be located, per 1,000 square feet of CID floor space);
- School district household impacts (i.e., the estimated number of total households that will be located within the School District per 1,000 square feet of CID floor space); and
- Net school district household impacts (i.e., the estimated number of school district households that will occupy new housing within the School District per 1,000 square feet of CID floor space).

Please note that net school district household impacts are a component of school district household impacts, which are in turn a component of total household impacts. Also note that only net school district households are assumed to generate potential new students, thereby increasing school facilities costs for the School District. This is the case because only net school district households reside in new housing units--which may create a net demand for new school facilities and generate potential fee revenues--compared to existing housing units, whose previous occupants may have already had school-age children and which generate no potential fee revenues.

Assumptions and Data Sources

Total household impact estimates are based on the average number of employed persons per household calculated from data provided by the Census.

School district household impact estimates are based on the propensity of employed persons to live and work within the School District. Information gathered by the Census and SCAG was used in this calculation.

Net school district household impacts are based on the propensity to occupy new housing units (i.e., the ratio of new home sales to total home sales in the School District's region). This ratio is estimated based on home sales data provided by CoreLogic.

C.3 Student Generation Impacts

Student generation impacts are calculated based on the estimated number of the School District's students associated with each category of net school district household impacts per 1,000 square feet of CID floor space. Separate student generation impacts are estimated for each school level (i.e., elementary school and intermediate school).

Inter-district transfer impacts are also calculated based on current employment within the School District and the current number of inter-district transfer students.

Assumptions and Data Sources

Student generation impacts are based on estimates of students per residential unit calculated by Dolinka Group. Student generation factors ("SGFs") are discussed in greater detail in Section VI. Inter-district data was provided by the School District while employment estimates are based on data provided by the Census.

C.4 School Facilities Costs Impacts

School facilities cost impacts are represented by the estimated gross school facilities cost impacts associated with each category of CID. Impacts are estimated for school facilities at each school level. These facilities cost impacts are based on site acquisition costs and facility construction costs at the elementary school and intermediate school levels.

Assumptions and Data Sources

School facilities cost impacts were calculated by multiplying the additional school facilities needed to adequately house students generated from Future Units by estimated school facilities costs. School facilities costs are based on estimates prepared by Dolinka Group. For more information on school facilities costs, see the Residential Development School Fee Justification Study ("Residential Study"), dated April 7, 2016.

C.5 Fee Revenues

Fee revenues for each land use category include the following components:

- Residential revenues associated with CID (i.e., residential revenues associated with each category of net school district household impacts per 1,000 square feet of commercial/industrial floor space); and
- Potential CID School Fee revenues (i.e., maximum CID School Fee revenues per 1,000 square feet of floor space).

Subtracting residential revenues from gross school facilities cost impacts for each CID category results in net school facilities cost impacts per 1,000 square feet of commercial/industrial floor space. These are the net school facilities costs that may have to be funded by CID School Fees.

Dividing net school facilities cost impacts by potential CID School Fee revenues for each CID category results in the percentage of the maximum CID School Fee that may be justifiably levied.

Assumptions and Data Sources

Residential revenue estimates of \$8,044 per unit are based on the School District's proposed Alternative No. 2 Fee of \$3.64 per square foot, justified in the Analysis, multiplied by the School District's weighted average square footage of 2,210 square feet.

IV. Facilities Capacity and Cost Estimates

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by future CID, Dolinka Group evaluated school facilities capacity and student enrollment for school year 2015/2016. In addition, Dolinka Group utilized information contained in the Residential Study to estimate the school facilities costs per student.

A. School Facilities Capacity

Collectively, the School District's school facilities in school year 2015/2016 have a capacity of 17,030 students per section 17071.10(a) of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level and 3,222 are at the intermediate school level. These capacities include seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding. The enrollment of the School District in school year 2015/2016 is 16,908 students. As shown in Table 1 below, the School District's facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2015/2016.

Table 1
Existing School Facilities Capacity and Student Enrollment

School Level	2015/2016 Facilities Capacity ^[1]	2015/2016 Student Enrollment ^[2]	Excess / (Shortage) Capacity
Elementary School (Grades K-6)	13,808	13,525	283
Intermediate School (Grades 7-8)	3,222	3,383	(161)
Total	17,030	16,908	122

[1] SAB Form 50-02 plus State funded capacity and teaching stations purchased by the School District.
[2] 2015/2016 student enrollment provided by the School District.

As indicated in Table 1, 283 surplus elementary school seats are available to accommodate the students anticipated to be generated from Future Units. For more information on how these surplus seats are addressed, please reference the Residential Study.

B. School Facilities Costs per Student

In order to calculate the total school facilities cost impacts per student generated by Future Units, Dolinka Group first determined the School District's school facilities needs required by Future Units. The school facilities needs for Future Units were determined by projecting student enrollment and analyzing existing school facilities. Based on the calculations included in the Residential Study, the School District will need to construct new elementary schools and intermediate schools, and construct central administrative and support facilities. Dolinka Group then utilized the estimated cost for the aforementioned facilities contained in the Residential Study.

As shown in Table 11 of the Residential Study, the total school facilities cost impacts are \$135,657,709 at the elementary school level and \$95,688,310 at the Intermediate school level. Table 2 shows the total school facilities cost impacts for future residential development, the projected number of students to be generated from Future Units, and the school facilities costs per student by school level.

Table 2
Estimated School Facilities Cost Impacts per Student (2016\$)

School Level	Total School Facilities Cost Impacts	Projected Students Generated from Future Units	School Facilities Costs per Student
Elementary School	\$135,657,709	3,026	\$44,831
Intermediate School	\$95,688,310	1,364	\$70,153

V. New Residential Housing Opportunities within the School District

To satisfy the nexus requirements, the Study must examine the extent to which new residential development can house a net increase in students generated by employment opportunities within the School District. This is because families of new employees within the School District who move into existing homes are assumed to be displacing families with identical numbers of students, thereby resulting in no net change in the School District's student enrollment. Only families moving into new homes, or families moving into existing homes where the displaced families are moving into new homes, can lead to an increase in the School District enrollment.

Projections of the number of Future Units to be built within the School District's boundaries were obtained from information provided by SCAG. Based on this data, 8,094 Future Units are projected to be developed within the School District through calendar year 2035. Table 3 below shows the number of Future Units by land use.

**Table 3
Future Units**

Land Use	Future Units
Single Family Detached	5,180
Multi-Family Attached	2,914
Total	8,094

Furthermore, for more information on Future Units constructed in place of demolished residential units ("Reconstruction"), please reference the Residential Study.

VI. Findings of Commercial/Industrial Impact Analysis

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

- All "linkage impacts" discussed in Section III, by CID land use category.
- Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
- Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
- The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

A. Employment Impacts

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. Employment factors utilized in the analysis are shown below:

- Retail and Services--447 square feet per employee
- Office--286 square feet per employee
- Research and Development--329 square feet per employee
- Industrial/Warehouse/Manufacturing--371 square feet per employee
- Hospital--360 square feet per employee
- Hotel/Motel--883 square feet per employee

The reciprocals of these factors indicate numbers of employees per square foot. Multiplying the reciprocals by 1,000 square feet results in employees per 1,000 square feet, or the employment impacts shown in Table 4.

**Table 4
Employment Impacts per 1,000 Square Feet**

CID Land Use Category	Employees per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325
Source: SANDAG	

B. Household Impacts

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

- Total Household Impacts
- School District Household Impacts
- Net School District Household Impacts

B.1 Total Household Impacts

Total household impacts equal the number of households per 1,000 square feet of commercial/industrial floor space established by on-site employees, wherever these households may be located, and include households residing outside of the School District. These impacts are estimated based on an average of 1.7336 employed persons per household.

This estimate was calculated by dividing the total number of employed people in the School District by the total number of households in the School District as provided by the Census.

Dividing employment impacts listed in Table 4 by this 1.7336 factor results in the total household impacts per 1,000 square feet of commercial/industrial floor space shown in Table 5.

**Table 5
Total Household Impacts per 1,000 Square Feet CID**

CID Land Use Category	Total Household Impacts
Retail and Services	1.2904
Office	2.0169
Research and Development	1.7533
Industrial/Warehouse/Manufacturing	1.5548
Hospital	1.6023
Hotel/Motel	0.6533

B.2 School District Household Impacts

School district household impacts equal the number of total households that locate within the School District per 1,000 square feet of CID floor space. To determine these impacts, Dolinka Group utilized data from the Census and SCAG. Based on this data, approximately 39.82 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

Multiplying total household impacts shown in Table 5 by the estimated propensity to live and work within the School District factor of 39.82 percent results in the school district household impacts per 1,000 square feet of CID. These are shown in Table 6.

**Table 6
School District Household
Impacts per 1,000 Square Feet CID**

CID Land Use Category	School District Household Impacts
Retail and Services	0.5138
Office	0.8031
Research and Development	0.6982
Industrial/Warehouse/Manufacturing	0.6191
Hospital	0.6380
Hotel/Motel	0.2601

B.3 Net School District Household Impacts

Net school district household impacts equal the number of school district household impacts by CID category per 1,000 square feet of commercial/industrial floor space that will occupy new housing units within the School District. These impacts are based on the propensity to occupy new housing within the general area of the School District.

Data on recent resales and new home sales was obtained from CoreLogic. Based on this data, new home sales in the School District were estimated to equal 8.72 percent of the total housing units which will experience occupant turnover during the period considered in the Study.

Multiplying school district household impacts shown in Table 6 by 8.72 percent results in the net school district household impacts per 1,000 square feet of CID shown in Table 7. As noted in Section III, only net school district households are assumed to generate potential new students, thereby increasing school facilities costs to the School District.

Table 7
Net School District Household
Impacts per 1,000 Square Feet CID

CID Land Use Category	Net School District Household Impacts
Retail and Services	0.0448
Office	0.0700
Research and Development	0.0609
Industrial/Warehouse/Manufacturing	0.0540
Hospital	0.0556
Hotel/Motel	0.0227

C. Student Generation Impacts

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

C.1 Residential Student Generation Impacts

In order to analyze the impact on the School District's student enrollment from Future Units, Dolinka Group calculated SGFs for SFD units and MFA units which include condominiums, townhomes, duplexes, triplexes, and apartments. The process of determining SGFs involved cross-referencing the School District's enrollment data against residential data from the County Assessor (see the Residential Study for more information). The resulting SGFs are shown in Table 8.

Table 8
Student Generation Factors

School Level	Single Family Detached Units	Multi-family Attached Units
Elementary School	0.3858	0.3527
Intermediate School	0.1749	0.1571
Total	0.5607	0.5098

To blend the SGFs of the two (2) land uses into a single SGF for each school level, the land uses were weighted in proportion to each type's percentage of the Future Units to be constructed within the School District. Applying these weighting factors yields the following blended SGFs.

Table 9
Blended Student Generation Factors

School Level	Student Generation Factors
Elementary School	0.3739
Intermediate School	0.1685
Total	0.5424

C.2 Total Student Generation Impacts

Multiplying net school district household impacts shown in Table 7 by the blended SGFs shown in Table 9 results in the average student generation impacts per 1,000 square feet of CID. These average student generation impacts are shown by school level in Table 10.

Table 10
Average Student Generation Impacts per 1,000 Square Feet CID

CID Land Use Category	Elementary School Impacts	Intermediate School Impacts	Total Student Generation Impacts ^[1]
Retail and Services	0.0168	0.0075	0.0243
Office	0.0262	0.0118	0.0380
Research and Development	0.0228	0.0103	0.0331
Industrial/Warehouse/Manufacturing	0.0202	0.0091	0.0293
Hospital	0.0208	0.0094	0.0302
Hotel/Motel	0.0085	0.0038	0.0123

[1] Numbers may not sum due to rounding.

C.3 Inter-District Transfer Impacts

The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2015/2016 total 77 at the elementary school level and 28 at the intermediate school level. Employment within the School District's area is estimated at 59,648 persons based on employment estimates provided by SCAG. Table 11 shows the inter-district transfer rate by school level.

Table 11
Inter-District Transfer Rates

School Level	Inter-District Transfer Rate
Elementary School	0.0013
Intermediate School	0.0005
Total	0.0018

In order to calculate total inter-district transfer impacts per 1,000 square feet of CID space, the inter-district transfer rate by school level in Table 11 must first be multiplied by the employment impact factors by CID land use category in Table 4. The resulting inter-district transfer impacts are displayed in Table 12.

**Table 12
Inter-District Transfer Impacts per 1,000 Square Feet CID**

CID Land Use Category	Elementary School Inter-District Impacts	Intermediate School Inter-District Impacts	Total Inter-District Impacts
Retail and Services	0.0029	0.0011	0.0040
Office	0.0045	0.0017	0.0062
Research and Development	0.0040	0.0015	0.0055
Industrial/Warehouse/Manufacturing	0.0035	0.0013	0.0048
Hospital	0.0036	0.0014	0.0050
Hotel/Motel	0.0015	0.0006	0.0021

C.4 Total Student Generation Impacts

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 10 are added to the inter-district transfer impacts from Table 12. The resulting total student generation impacts are displayed in Table 13.

**Table 13
Total Student Generation Impacts per 1,000 Square Feet CID**

CID Land Use Category	Total Elementary School Impacts	Total Intermediate School Impacts	Total Student Generation Impacts^[1]
Retail and Services	0.0197	0.0086	0.0283
Office	0.0307	0.0135	0.0442
Research and Development	0.0268	0.0118	0.0386
Industrial/Warehouse/Manufacturing	0.0237	0.0104	0.0341
Hospital	0.0244	0.0108	0.0352
Hotel/Motel	0.0100	0.0044	0.0144

[1] Numbers may not sum due to rounding.

D. Gross School Facilities Cost Impacts

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category. These impact estimates are derived from the school facilities costs per student shown in Table 2 and the total student generation impacts shown in Table 13. Multiplying the total student generation impacts by the costs per student results in the gross school facilities cost impacts per 1,000 square feet shown in Table 14.

Table 14
Gross School Facilities Cost Impacts per 1,000 Square Feet CID (2016\$)

CID Land Use Category	Elementary School Impacts	Intermediate School Impacts	Gross School Facilities Cost Impacts ^[1]
Retail and Services	\$883	\$603	\$1,486
Office	\$1,376	\$947	\$2,323
Research and Development	\$1,201	\$828	\$2,029
Industrial/Warehouse/Manufacturing	\$1,062	\$730	\$1,792
Hospital	\$1,094	\$758	\$1,852
Hotel/Motel	\$448	\$309	\$757

[1] Numbers may not sum due to rounding.

E. Fee Revenues

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

E.1 Residential Revenues and Net School Facility Costs

Residential revenues equal the maximum revenues from residential development associated with each category of net school district households per 1,000 square feet of CID floor space. These revenues are derived from the School District's proposed Alternative No. 2 Fee of \$3.64 per square foot multiplied by the School District's weighted average square footage for residential units of 2,210 square feet. Based on this calculation, the residential revenues per unit in the School District are estimated to be \$8,044.

Multiplying net school district household impacts shown in Table 7 by residential revenues results in the residential revenues per 1,000 square feet of CID floor space shown in Table 15.

**Table 15
Residential Revenues per 1,000 Square Feet CID (2016\$)**

CID Land Use Category	Net School District Household Impacts	Average Residential Revenues	Residential Revenues
Retail and Services	0.0448	\$8,044	\$360
Office	0.0700	\$8,044	\$563
Research and Development	0.0609	\$8,044	\$490
Industrial/Warehouse/Manufacturing	0.0540	\$8,044	\$434
Hospital	0.0556	\$8,044	\$447
Hotel/Motel	0.0227	\$8,044	\$183

E.2 Net School Facilities Cost Impacts

In order to calculate the net school facilities cost impacts per 1,000 square feet of CID, the residential revenues shown in Table 15 were subtracted from the gross school facilities cost impacts shown in Table 14. The results are the net school facilities cost impacts that must be funded by CID School Fees. The net school facilities cost impacts are shown in Table 16.

**Table 16
Net School Facilities Cost Impacts per 1,000 Square Feet of CID (2016\$)**

CID Land Use Category	Gross School Facilities Cost Impacts	Residential Revenues	Net School Facilities Cost Impacts^[1]
Retail and Services	\$1,486	\$360	\$1,126
Office	\$2,323	\$563	\$1,760
Research and Development	\$2,029	\$490	\$1,539
Industrial/Warehouse/Manufacturing	\$1,792	\$434	\$1,358
Hospital	\$1,852	\$447	\$1,405
Hotel/Motel	\$757	\$183	\$574

[1] Numbers may not sum due to rounding.

E.3 Potential Commercial/Industrial School Fee Revenues

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum potential CID School Fee revenues equal 66 percent of the School Fee, or up to \$0.37 per square foot of CID. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the School District's share of the maximum CID School Fee revenues of \$370 per 1,000 square feet.

F. Justification of Commercial/Industrial School Fees

Dividing net school facilities cost impacts shown in Table 16 by \$370 for each land use category results in the cost-revenue ratios shown in Table 17. The cost-revenue ratios determine whether the maximum CID School Fee can be justified. In calculating the ratios, only net school facilities cost impacts are considered in comparison to the CID School Fee revenues.

**Table 17
Cost Revenue Ratios**

CID Land Use Category	Cost-Revenue Ratio	Maximum CID School Fee per Square Foot
Retail and Services	3.0432	\$0.37
Office	4.7568	\$0.37
Research and Development	4.1595	\$0.37
Industrial/Warehouse/Manufacturing	3.6703	\$0.37
Hospital	3.7973	\$0.37
Hotel/Motel	1.5514	\$0.37

On February 24, 2016, the SAB increased the maximum CID School Fee authorized by Section 17620 of the Education Code from \$0.54 to \$0.56 per square foot for unified school districts. Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is approximately 66 percent of the School fees, or \$0.37 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the School District's portion of the maximum commercial/industrial School Fee revenues per 1,000 square feet. As net school facilities cost impacts for all CID categories are higher than the School District's portion of the maximum CID School Fee revenues, the levy of the maximum CID School Fee of \$0.37 per square foot, or \$370 per 1,000 square feet, for all CID land use categories is justified.



Marina West Elementary School

2501 Carob Street, Oxnard CA 93035

(805) 385-1554 Fax: (805) 984-549

Principal: Mr. Jorge Mares



To: Dr. Cesar Morales, Superintendent

From: Jorge Mares
Principal, Marina West

Date: April 7, 2016

Re: Donation



In honor of Dr. Seuss' Birthday and Read Across America, the Oxnard Educators Association (OEA) graciously donated books to the Marina West Library. We are extremely grateful for their donation and know the books will be read many times. As a school, we are in constant need of books for students. Their donation will contribute to our collection of available books for students. I respectfully request that the Board of Trustees be notified of this donation.

Thank you,

Jorge Mares



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org



Juan Lagunas Soria School

3101 Dunkirk Drive, Oxnard, CA 93035

(805) 385-1584 Fax: (805) 815-4216



To: Dr. Cesar Morales
Superintendent

From: Mrs. Aracely Fox
Principal, Juan Soria School

Date: March 11, 2016

Re: Donation

Alice Ortega, address 911 Pilot Way, Oxnard, CA 93035, generously donated \$150.00 for our school. I respectfully request that the Board of Trustees be notified of Alice Ortega's monetary donation in support of the students at Juan Soria School.

Thank you



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org



Juan Lagunas Soria School

3101 Dunkirk Drive, Oxnard, CA 93035

(805) 385-1584 Fax: (805) 815-4216



To: Dr. Cesar Morales
Superintendent

From: Mrs. Aracely Fox
Principal, Juan Soria School

Date: March 11, 2016

Re: Donation

Target, address P.O. Box 59214, Minneapolis, MN 55459-0214, generously donated 375.16 for our school. I respectfully request that the Board of Trustees be notified of Target's monetary donation in support of the students at Juan Soria School.

Thank you

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 Addendum #1 to Agreement #14-05 – School Innovations & Achievement (Freeman/Ridge)

At the Board meeting of June 4, 2014, the Board of Trustees approved Agreement #14-05 with School Innovations & Achievement (SI&A) for Attention2Attendance (A2A) services and software for each school site for the period of July 1, 2014 through June 30, 2017, in the amount not to exceed \$233,400.00.

Addendum #1 is required due to the new laws that came into effect in January 2016 regarding data privacy. The purpose of this addendum is to clearly set forth the roles and responsibilities of each party as they relate to the use of student data within the data analysis application. In particular this addendum is intended to establish the additional data requirements for delivering enhanced reporting from SI&A to the district.

FISCAL IMPACT:

No additional cost.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Addendum #1 to Agreement #14-05 with School Innovations & Achievement.

ADDITIONAL MATERIAL(S):

Attached: Addendum #1, School Innovations & Achievement (6 Pages)
Agreement #14-05, School Innovations & Achievement (10 Pages)



Achievement Initiative Data Release

MEMORANDUM OF UNDERSTANDING between

SCHOOL INNOVATIONS & ACHIEVEMENT

and

This Memorandum of Understanding (“MOU”) is between School Innovations & Achievement, a California corporation (“SI&A”), and _____ (“District”), and is dated as of _____ (“Effective Date”).

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly set forth the roles and responsibilities of each party as they relate to the use of student data within the data analysis application. In particular, this MOU is intended to establish the additional data requirements for delivering enhanced reporting from SI&A to the district.

II. BACKGROUND

This MOU is being provided to create an agreement between the District and SI&A dated _____ (“Services Agreement”). To provide this analysis, SI&A must have access to specific student information. This MOU is intended to outline the details of the student information requirements.

III. SI&A RESPONSIBILITIES

1. SI&A shall use additional student data elements as set forth in Exhibit B to this MOU to perform an analysis of the District’s attendance and student information. Due to database normalizing standards, it is often required to extract data elements that are not displayed to a user, but are required to create necessary database joins.
2. Data Storage. All data will be stored within database tables at SI&A facilities. The facilities meet all SSAE 16 compliance requirements.
3. Privacy of Data. SI&A never allows third party access to database tables and never sells or distributes information gathered or created using gathered data to any third parties.

IV. DISTRICT RESPONSIBILITIES

1. Delivery of Data. District will deliver student data via the installed DataRobot or via SI&A's Secure FTP server. District will develop necessary data queries that provide the data elements required for the data analysis if using FTP.

V. TERMS AND CONDITIONS

To accomplish the purposes of this MOU and the transfer of the Attendance Data, and to ensure that the confidentiality of personally identifiable information in the Attendance Data will be maintained, the Parties agree that:

1. SI&A will comply in all respects with the provisions outlined in the District's student privacy requirements for the Attendance Data provided by the District.
2. SI&A will use the Attendance Data provided by the District for no purpose other than the reporting. Nothing in this MOU shall be construed to authorize any third party to have access to any information or data of the District beyond the Attendance Data.
3. SI&A will implement procedures to safeguard the confidentiality and integrity of the Attendance Data, and maintain compliance with the Family Educational Rights and Privacy Act (FERPA) and California Education Code Sections 49073 et seq., including the procedures outlined in Exhibit A attached hereto.
4. SI&A will require all employees, contractors, and agents of any kind to comply with the MOU, the District Data Policy, and all applicable provisions of FERPA and other laws with respect to the Attendance Data. Nothing in this section authorizes SI&A to share the Data with any individual or entity for any purpose not allowed by this MOU.
5. Publications and reports prepared by SI&A pursuant to this MOU will involve only aggregate data and no specific identifiable information or other information that could lead to the identification of any individual student or parent or any school.

VI. FUNDING

The consideration for this MOU is the mutual promises, covenants and conditions contained in this MOU. This MOU does not include the payment of funds between the parties other than previously specified in the Services Agreement.

VII. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be signed by authorized officials of the District and SI&A and shall be effective as of the Effective Date set forth above.

SI&A:

**SCHOOL INNOVATIONS & ACHIEVEMENT,
a California corporation**

By: *Jeffrey C. Williams*

Title: Chief Executive Officer

DISTRICT:

By: _____

Title: Director, Purchasing

EXHIBIT A

PROCEDURES FOR COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 49073 ET SEQ. AND RELATED STATUTES

Statutory Provision	Procedure and/or Contractual Provision
<p>California Education Code § 49073.1(b)(1): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (1) A statement that pupil records continue to be the property of and under the control of the local educational agency.”</p>	<p>Any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted remain the property of District and under the control of District;</p>
<p>California Education Code § 49073.1(b)(2): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the Contract contains all of the following: . . . (2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.”</p>	<p>The services and software provided under this MOU do not include any pupil-generated content.</p>
<p>California Education Code § 49073.1(b)(3): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.”</p>	<p>SI&A shall not use any Pupil Records disclosed or transmitted by District or any information in those Pupil Records for any purpose other than those required or specifically permitted by the MOU.</p>
<p>California Education Code § 49073.1(b)(4): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.”</p>	<p>If a pupil or parent/guardian wants to review information and correct any erroneous information, the following process can occur:</p> <ol style="list-style-type: none"> 1. Parent, legal guardian, or eligible pupil may submit a request to District using the District's defined request procedures. 2. The District representative will update information in their Student Information System which will systematically update reporting information.
<p>California Education Code § 49073.1(b)(5): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.”</p>	<p>SI&A will:</p> <ol style="list-style-type: none"> a. Only allow database to database connectivity to ensure all student information is always maintained in an audited database format. b. Conduct monthly reviews of user access to databases. c. Not allow student data on laptops, tablets, or smartphones.

	d. Not allow student information on thumb drives.
California Education Code § 49073.1(b)(6): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil’s records.”	SI&A’s notification to the District contact in writing will include the following components: <ol style="list-style-type: none"> 1. Date of unauthorized disclosure. 2. Description of disclosure. 3. Description of root cause of the disclosure and what changes are being made to prevent future such issues.
California Education Code § 49073.1(b)(7): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (7)(A) A certification that a pupil’s records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).”	PROCEDURE: <ol style="list-style-type: none"> 1. All current student data will be anonymized and a unique student ID code will be assigned to each student. The code will not contain any identifiable information. This will be applied for current year and maintained for the full three years of the study. 2. All tape backups with the District’s information will be recalled and destroyed. The same scrubbing routine will be applied. 3. Process will be completed within 120 days from contract completion. 4. No outside vendor or individuals will participate in the process. 5. A list of all SQL scripts and the individual executing them will be provided to the District with signatures of the person performing the work. 6. A certified letter will be mailed to the District with a list of all activities completed.
California Education Code § 49073.1(b)(8): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).”	All data is stored securely and no unauthorized access to the student information is allowed. Specific student information is never provided to other third parties.
California Education Code § 49073.1(b)(9): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.”	SI&A shall not use any Pupil Records disclosed or transmitted by District to engage in targeted advertising.

EXHIBIT B

The following data elements will be used to generate the enhanced reporting requested by the district. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.

1. English Language Learner Status
2. Free & Reduced Lunch Status
3. Foster Care Status



ATTENTION2ATTENDANCE® (A2A) SERVICES & SOFTWARE AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
OXNARD SCHOOL DISTRICT

This AGREEMENT ("Agreement") dated June 4th, 2014 is made by and between Oxnard School District ("District") and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the services and software described below;

WHEREAS, District has determined that SI&A is qualified to provide such services and software, which are not available from public sources accessible to District; and

WHEREAS, the Parties desire to enter into an agreement for SI&A to provide these services and software to the District under the terms and conditions set forth below;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2014 (the "Effective Date") and will automatically expire on June 30, 2017 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2014 through June 30, 2015; July 1, 2015 through June 30, 2016; and July 1, 2016 through June 30, 2017) (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."
2. **Software and Services.**

Description of Software and Services. SI&A shall provide District the following software ("Software") and services ("Services") for each school site on Exhibit C ("Sites") during the Agreement Period:

2.1 Attendance Management Software and Analysis.

- a) Provide access to online software attendance analysis reports based on site comparisons, national studies and comparative trend analysis;
- b) Prepare Attendance Management and Analysis Reports; and
- c) Review the Attendance Management and Analysis Reports' findings and recommendations with District.

2.2 Letter Software Management of Initial Notification of Truancy Letters (NOT).

- a) Provide access to a web based software system that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute, by United States mail, all Initial Notification of Truancy ("Truancy Letters") to each applicable pupil's parents or guardians, consistent with District policy.

2.3 Letter Software Management of Discretionary Attendance Notifications.

- a) Provide access to a web-based software system that produces optional attendance letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute by United States mail, Discretionary Attendance Letters to each applicable pupil's parents or guardians as is consistent with District's truancy and excessive excused absence policy.

2.4 Conferencing Software.

- a) Provide access to a web-based software system that allows monitoring and tracking of pupils that require attendance conferencing consistent with district policy;
- b) Discretionary software conferencing capability related to other excessive absence/tardy issues; and
- c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil's parents or guardians as is consistent with District's conferencing policy.

2.5 Application Training Course and Materials. Service includes a one-time on-site Technical Trainer at a centralized location. All training materials are included.

- a) Service includes tech support via the assigned Attention 2 Attendance (“A2A”) Team in addition to the SI&A Help Desk
- b) Unlimited access to Ongoing Online Application Courses & Trainings. This service includes a Technical Trainer to demonstrate application use via web hosted training applications.

2.6 Data Collection & General Provisions.

- a) SI&A will install and configure the software remotely. SI&A will only use commercially accepted practices to access District’s environment to install and configure interfacing applications between the software and District’s Student Information System.
- b) Prepare and distribute an electronic version of all letters that have been sent on an annual basis.
- c) When SI&A transfers District data originating on District’s system over the Internet, SI&A will use only an encrypted network traffic via industry standard Secure Socket Layer (SSL).
- d) District shall own all District Data and all intellectual property rights therein. District grants to SI&A a perpetual, exclusive, royalty-free license to aggregate District Data and to use, modify, distribute, and create derivative works based on District Data as so aggregated solely for the purposes of (i) providing the Software and Services to the District during the Agreement Period as set forth herein, and (ii) referencing and documenting SI&A’s experience and capabilities, but only to the extent SI&A’s use does not violate Section (e) below. District acknowledges that SI&A owns proprietary intellectual property which it uses to provide the Software and perform the Services to District hereunder. SI&A shall own and retain all intellectual property rights in any and all reports, statistics, and other works of authorship, products or processes produced in the performance of Services or provision of Software hereunder.
- e) SI&A will not a) disclose District data and b) access District data except as needed to perform the functions of the software as it is related to attendance management programs. All data access will occur on a mutually agreed upon basis to accommodate the frequency of letter distribution.

SI&A shall: (i) provide its basic support for the A2A product to District at no additional charge, and/or (ii) use commercially reasonable efforts to make software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SI&A shall give at least 4 hours notice online or via email and which SI&A shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any

unavailability caused by circumstances beyond SI&A's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SI&A's employees), failures, downtime or delays by an Internet Service Provider or third-party social platform, or denial of service attacks.

3. **District's Responsibilities; District Acknowledgment.**

3.1 District will be responsible for the following: (a) the substantive outcomes of the Services and Software; (b) preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the Services and/or install the Software; (c) completing the Implementation Process and District Contact Information form attached hereto as Exhibit B; (d) accurately preparing and maintaining true and correct student documentation and records; (e) establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service and software; (f) providing support and computer equipment compatible with the technology requirements specified by SI&A; (g) ensuring that District and school personnel who use SI&A products participate in the training sessions provided to District by SI&A; and (h) providing the assistance and contact information of school personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements.

3.2 Restrictions. The rights granted to District in this Agreement are subject to the following: (i) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service, Software or the A2A Materials available to any third party other than an authorized user; (ii) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service, Software or A2A Materials or access the A2A Service, Software or A2A Materials in order to build a similar or competitive product, software or service; (iii) except as expressly stated herein, no part of the A2A Service, Software or A2A Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means (including but not limited to electronic, mechanical, photocopying, recording, or other means); (iv) District shall not disclose any review of the A2A Service or Software (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval; (v) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service or Software; and (vi) District acknowledges and agrees that SI&A or its third-party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service, Software and the A2A Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service, Software or the A2A Materials.

4. **Payment of Fees.**

4.1 **Fees.** For Services and Software provided pursuant to the terms of this Agreement, as outlined in Section 2, above, and further defined in the table below, District agrees to pay SI&A \$77,800, annually (the "Fee").

Letter Type:	District Letter Selections
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification Reminder Letters	Included
Unlimited Tardy Letter 1	Included
Unlimited Tardy Letter 2	Included

4.2 **Payment.** The Fee is payable in three (3) annual installments due July 1st of each Agreement Year. District acknowledges and agrees that payment of the entire Fee is due and payable on the dates indicated notwithstanding any termination of this Agreement by District prior to the end of the Agreement Period.

5. **District's Representations and Warranties.** In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Period:

5.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not conflict with or result in a violation of any law governing the District's existence as a school district, its operations or ability to contract;

5.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;

5.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;

5.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services or Software hereunder or obtain any relief under the law; and

5.5 All of the information provided to SI&A is true and accurate in all respects.

6. **Disclaimer of Warranties.** Except as provided otherwise herein, SI&A and its third-party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, Software, the A2A materials, and the Services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third-party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, Software, the A2A materials, or the Services or the results district may obtain by using the A2A service, Software, the A2A materials, or the Services. Without limiting the generality of the foregoing, SI&A and its third-party providers do not represent or warrant that (a) the operation or use of the A2A service, Software or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service and software will meet district's requirements; and (c) the A2A service, Software, A2A materials, or the systems that make the Service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third-party providers controls the transfer of data over communications facilities (including the Internet) and that the A2A service, Software and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, Software, the Services, and the A2A materials are provided to District on an "as is" basis.
7. **Survival.** The provisions of Sections 5, 6, 7, and 9, herein in addition to Standard Terms and Conditions #12 shall survive the termination of this Agreement.
8. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
9. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

[Remainder of page intentionally left blank.]

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

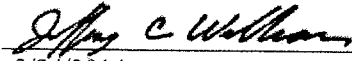
IN WITNESS WHEREOF, this Agreement is dated as of the date set forth above.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

OXNARD SCHOOL DISTRICT

Signature: 
Date: 3/24/2014
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

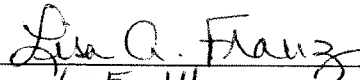
Signature: 
Date: 6-5-14
Print Name: Lisa A. Franz
Title: Director, Purchasing
Address: 1051 South A Street
Oxnard, CA 93030
Phone: 805-385-1501 x2414
Fax: 805-240-7582
Email: LFRANZ@OXNARDSD.ORG

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the price of products and services set forth in Section 4, Item 4.1 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
3. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to the Expiration Date. The effective date of termination shall be the Expiration Date. Upon termination, SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any California District, California Education Code Sections 49073 et seq. and/or Sections 76240 et seq., as applicable.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Exhibit B

Attention2Attendance® Implementation Process and District Contact Information

Following SI&A's receipt of the signed Agreement, a District Support Specialist shall contact District to discuss and finalize the Implementation Process and Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the Attention2Attendance® implementation.

Important phases of the **Implementation Process** include the following:

Attention2Attendance® Welcome Call: SI&A District Support Specialist contacts the contract signer and provides an overview of the A2A Implementation Process.

Initial IT Data Collection: The SI&A Data Support Specialist works with the District IT/SIS contact to begin the data collection process by identifying and collecting codes from the SIS and collecting preliminary sample sets of data for configuration and testing.

Implementation Interview: SI&A District Support Specialist works with District Attendance day-to-day to discuss the Implementation Process and establish target due dates.

Finalize the Production Schedule: The SI&A District Support Specialist will provide a Production Schedule for the entire school year to the District Attendance day-to-day contact.

Final District Validation: The SI&A District Support Specialist confirms implementation and obtains user information. A Verification Report is emailed to the District for review and final sign off.

District Contact Information

Day-to-Day District Attendance Contact

Name: Marikaye Phipps

Phone: 805-385-1501 x2161

Email: mhipps@oxnardsd.org

Day-to-Day District IT Contact

Name: Dan Kubilos

Phone: 805-385-1501 x2101

Email: dkubilos@oxnardsd.org

If you have any questions please call Chelsea Nentwig at (800) 487-9234 x5199
We look forward to working with you!

Exhibit C
Sites

Cesar E. Chavez Elementary
Christa McAuliffe Elementary
Curren Elementary
Driffill Elementary
Elm Street Elementary
Emilie Ritchen Elementary
Fremont Intermediate
Harrington Elementary
Juan Lagunas Soria Elementary
Kamala Elementary
Lemonwood Elementary
Marina West Elementary
McKinna Elementary
Norman R. Brekke Elementary
Ramona Elementary
Richard B. Haydock Intermediate
Robert J. Frank Intermediate
Rose Avenue Elementary
San Miguel Elementary
Sierra Linda Elementary
Thurgood Marshall Elementary

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-207 – City Impact Inc. (Freeman/Joyce)

City Impact Inc. will provide a group facilitator (bilingual if needed) to conduct a 10 week Student Prevention/Intervention group on campus. The group will be formed based on the guidelines established by RJ Frank Academy of Marine Science and Engineering.

Teacher, Counselor, Administrator, and Parent referrals will be considered for the student selection to a group. There will not be more than 8-10 students in a group. Sessions will last approximately 1 hour, once a week for up to 10 weeks. The goal is to mentor the most “at risk” male students who need extra support for making positive choices in life.

FISCAL IMPACT:

\$650.00 – School Site Funds - Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Frank School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-207 with City Impact Inc., in the amount of \$650.00

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-207, City Impact Inc. (13 Pages)
Scope of Work (1 Page)
Intervention Topics (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-207

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of April, 2016 by and between the Oxnard School District (“District”) and City Impact 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 **April 21, 2016** through **June 17, 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 Six Hundred Fifty Dollars (\$650.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Liam Joyce
Phone: (805) 385.1536
Fax: (805) 981.1754

To Consultant: City Impact Inc.
829 North A Street
Oxnard, CA 93030
Attn: Pam Darcy
Phone: (805) 983.3636
Fax: (805) 988.2240

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

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

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

26. **Administration. DR. LIAM JOYCE** 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:

CITY IMPACT 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 #15-207

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-207

SERVICES

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

*PER ATTACHED SCOPE OF WORK

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

*PER ATTACHED SCOPE OF WORK

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 #15-207

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-207

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$650.00

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 \$650.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-207

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-207

INSURANCE

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

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

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

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

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

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

Not Project Related

Project #15-207

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 #15-207

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-207

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Agency:
City Impact
829 North A Street
Oxnard, CA 93030

School:
RJ Frank Middle
701 North Juanita
Oxnard, CA 93030

SCOPE OF WORK

CONTRACTOR RESPONSIBILITIES

City Impact will provide a group facilitator (bilingual if needed) to conduct a 10 week Student Prevention/Intervention group on campus. The group will be formed based on guidelines established by RJ Frank Academy of Marine Science and Engineering. Teacher, counselor, administrator and parent referral will be considered for the student selection to a group. There will not be more than 8-10 students in a group. Sessions will last approximately 1 hr., once a week for up to 9-10 weeks. Tentative starting dates are from April 21 to June 16, 2016. The goal is to mentor the most at Risk male students who need extra support for making positive choices in life.

Classes will be structured as follows:

- 1 facilitator will be provided for each class
- Facilitator will have those who attend sign-in and roster will be provided to the school
- Prevention/Intervention classes topics may include Anger Management, Bullying, Self Esteem, and Social Skills; weekly topic break-down attached.

COMPENSATION SCHEDULE

City Impact will invoice RJ Frank Academy of Marine Science and Engineering at the end of each month, unless this contract is terminated earlier according to provisions set elsewhere. Invoice will be generated through the use of the hourly rate in the amount of \$65.00 per hour of service provided.

City Impact will maintain a record of all approved activities billed during the billing period and all financial/ services records in accordance with generally accepted accounting principles which clearly support and reflect the time, or type of services for which payment is claimed and in compliance with all federal, state, and county record maintenance requirements.

City Impact will conduct pre-employment background investigations of all staff hired to facilitate the above-mentioned classes.

Agency:
City Impact
829 North A Street
Oxnard, CA 93030

INTERVENTION TOPICS

Anger Management

- 1) Session 1:
Topic-Building trust and group cohesion
Objective-Introductions, pre-test, goals, expectations, rules and ice breaker.
- 2) Session 2:
Topic-The cycle of violence
Objective-Understanding the cycle of violence, role plays
- 3) Session 3:
Topic-Recognizing anger
Objective-Discussing the positives and negatives of anger (moves us to action yet if uncontrolled can lead to serious consequences), what triggers anger for each of us? Know the consequences to giving full vent to our anger.
- 4) Session 4:
Topic-Physiological reactions
Objective-Help student's know the bodily signs of anger so to be able to respond to it instead of reacting inappropriately, testing our reactions to various topics.
- 5) Session 5:
Topic-Coping Tools
Objective- How to manage anger when it begins, writing down various positive Activities one can do when anger is sensed.
- 6) Session 6:
Topic-Danger Signs
Objective-Recognizing general situations that can cause susceptibility to anger
- 7) Session 7:
Topic-Letting Go of The Past
Objective-Discussing origins of anger and dealing with that reality
- 8) Session 8:
Topic-Solidifying gains and saying goodbye
Objective-Goals met, review, post-test, final words to each other, certificates

Bullying

- 1) Session 1:
Topic- Building trust and group cohesion
Objective-Introductions, pre-test, goals, expectations, rules and ice breaker.
- 2) Session 2:
Topic-Family life and friends
Objective-Analyzing how our upbringing and peers can contribute to our behaviors and beliefs
- 3) Session 3:
Topic-Internal registry
Objective-Showing how the way we treat others is the way we feel about ourselves.
- 4) Session 4:
Topic-Negative consequences
Objective-Discussing societal reactions to our behaviors and its effects on us
- 5) Session 5:
Topic-Insecurity and false power
Objective-Understanding why people try to control others
- 6) Session 6:
Topic-Real life
Objective-Finding where in life one finds power and a voice to be heard
- 7) Session 7:
Topic-Positive consequences
Objective-Manufacturing behaviors that elicit positive responses from others and benefiting from those results
- 8) Session 8:
Topic-Solidifying gains and saying goodbye
Objective-Goals met, review, post-test, final words to each other, certificates

Self-Esteem

- 1) Session 1:
Topic- Building trust and group cohesion
Objective-Introductions, pre-test, goals, expectations, rules and ice breaker.
- 2) Session 2:
Topic-Finding a voice
Objective-Discovering and discussing likes and dislikes
- 3) Session 3:
Topic-Historical tendencies
Objective-Understanding how our upbringing affects us (positives and negatives)
- 4) Session 4:
Topic-Role models
Objective-Who we aspire to, qualities of confidence, positive and inspiring lifestyles
- 5) Session 5:
Topic-Individual strengths
Objective-Looking deeper within ourselves to motivate future and mature decisions
- 6) Session 6:
Topic-Setting goals
Objective-Establishing helpful habits for today and appropriate lifelong pride
- 7) Session 7:
Topic- Becoming an encourager
Objective- Learning to view and encourage the positives in others
- 8) Session 8:
Topic-Solidifying gains and saying goodbye
Objective-Goals met, review, post-test, final words to each other, certificates

Social Skills

- 1) Session 1:
Topic- Building trust and group cohesion
Objective-Introductions, pre-test, goals, expectations, rules and ice breaker.
- 2) Session 2:
Topic-Strengths and weaknesses
Objective-Discovering what qualities we like in ourselves and in others
- 3) Session 3:
Topic-Values and beliefs
Objective-Discussing core beliefs that will not change
- 4) Session 4:
Topic-Positive Choices
Objective-Making good decisions in the midst of negative influences
- 5) Session 5:
Topic-Friendships
Objective-Understanding the different types of people who will either help or hurt our maturation
- 6) Session 6:
Topic-Following instructions
Objective-Tips and hints for being successful and esteemed by others and ourselves
- 7) Session 7:
Topic-Setting goals
Objective-Establishing positive choices for life
- 8) Session 8:
Topic-Solidifying gains and saying goodbye
Objective-Goals met, review, post-test, final words to each other, certificates

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-208 – Bubblemania (Freeman/Arellano)

Bubblemania will provide one (1) 40-45 minute assembly for Kamala School students, teaching children about reflection, refraction, surface tension and other bubble properties. The total cost of the assembly plus mileage is \$280.00.

FISCAL IMPACT:

Not to exceed \$280.00 – EL Intervention Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-208 with Bubblemania.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-208, Bubblemania (1 Page)
Invoice #00009252 (1 Page)

**AGREEMENT/MOU #15-208 BETWEEN
BUBBLEMANIA AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM PRESENTATIONS
FOR KAMALA SCHOOL**

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

1. **Bubblemania agrees to:**
 - a. Provide an indoor assembly for up to 130 students ranging in age from 8-11 on Saturday, April 30, 2016 at 10:00am.
 - b. Carry insurance that conforms to the district requirements for liability and workers compensation.

2. **Oxnard School District agrees to:**
 - a. Compensate Bubblemania for one (1) assembly at Kamala School at the following rate:
 - i. Compensate Bubblemania at a rate of \$280.00 including mileage.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 21, 2016 through April 30, 2016.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date:

BUBBLEMANIA:

Typed Name/Title

Date:

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-209 – Ventura County Public Health (Freeman/Ridge)

The Nutrition Education and Obesity Prevention Program and the Chronic Disease Prevention Program, an initiative of Ventura County Public Health, shall provide Oxnard School District children, youth, and families with free nutrition education and health promotion services on site. Services include Nutrition Education Workshops and Class Series, Food and Cooking Demonstrations, Physical Activity Demonstrations and Support, Garden Based Nutrition Education Workshops, Technical Assistance to start parent Walking Clubs and School Gardens, Zumba Classes for Adults, and Early Detection Screening Services.

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 #15-209 with Ventura County Public Health.

ADDITIONAL MATERIAL(S):

Attached: Letter of Agreement #15-209, Ventura County Public Health (1 Page)
 Certificate of Insurance (1 Page)



Rigoberto Vargas, MPH
Director

A Department of Ventura County Health Care Agency

Robert Levin, MD
Health Officer/Medical Director

April 20, 2016

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Letter of Agreement with the Oxnard School District (OSD).

This letter of agreement confirms that Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites, as VCPH staffing and program resources permit. The purpose of this letter is to ensure and confirm an effective and collaborative working relationship between VCPH and OSD. The services outlined below are provided at no cost to either party.

The following on-site services will be provided by the Nutrition Education and Obesity Prevention Program and the Chronic Disease Prevention Program staff to students, parents and residents, at mutually agreed upon OSD locations:

- Nutrition Education Workshops and Class Series
- Food and Cooking Demonstrations
- Physical Activity Demonstrations and Support (educational materials)
- Garden Based Nutrition Education Workshops
- Technical Assistance to start parent Walking Clubs
- Technical Assistance to start School Gardens
- Get Fit Zumba® Classes for Adults
- Early Detection Screening services for parents (Body fat, blood sugar, Body Mass Index, Blood pressure)

Oxnard School District will be responsible for the overall management and safe operations of the OSD buildings, including janitorial related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above among OSD students, parents, and residents.

This Agreement will be effective April 21, 2016 and will continue through June 30, 2017. The Agreement will be renewed annually with express written notice from both parties.

This Agreement may be amended only in writing and authorized by the designated representative from each party.

If you have any questions regarding this agreement, please do not hesitate to contact Silvia Lopez-Navarro at (805) 677-5363.

Sincerely,

A handwritten signature in blue ink that reads "Rigoberto Vargas".

Rigoberto Vargas, MPH
Public Health Director

Lisa A. Franz
Director, Purchasing

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
6/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	
	ENTITIES AFFORDING COVERAGE

PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura
	B:
	C:
	D:
	E:

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY	Self-Insured	07/01/2015	07/01/2016	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000	
					PERSONAL & ADV INJURY	\$1,000,000	
					GENERAL AGGREGATE	\$1,000,000	
					PRODUCTS - COMP/OP AGG	\$1,000,000	
					GEN'L AGGREGATE LIMIT APPLIES PER: <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	\$	
	EXCESS LIAB				CLAIMS-MADE	AGGREGATE	\$
	DED				RETENTION \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 Agreement #15-213 – Oxnard School District Education Foundation
(Freeman/Fox)**

The agreement formalizes the implementation of a program for music instruction in TK-8th Grade at Soria School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 8 weeks of music lessons on Mondays in the classrooms.

Term of the agreement: **April 25, 2016 to June 13, 2016**

FISCAL IMPACT:

\$4,920.00 - **Donation**

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-213 with the Oxnard School District Education Foundation.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-213, 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 #15-213

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 TK –8th grade at Juan Soria K-8 School during the 2015-2016 school year. OSDEF, through their sub-committee Oxnard Music Advocacy Group (OMAG) will provide the services.

Services under this agreement include:

- a) Eight weeks of continued music lessons taught by the OMAG Music Team in grades K-5th grades April 25 through June 13, 2016; Grades K-2 will be engaged in music fundamentals; Grades 3rd through 5th will initiate instrumental music on recorders;
- b) Grades 6th-8th will be invited to join the after school choral program that will introduce rudimentary music fundamentals while preparing for a year end musical performance;
- c) Lessons will be provided on Mondays, 8:00 AM – 3:30 PM,
- d) Lessons will take place in classrooms in order to accommodate each grade level.

Sessions would focus on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisation, and musical notation. The goal is to prepare students to join the afterschool choral and instrumental program being planned for the Fall 2016.

Juan Soria K-8 School is funding this activity through site funding.

TERM: The term of this MOU shall commence April 25, 2016 through June 13, 2016.

A. District agrees to:

1. Fund salaries and material fees for the period of this agreement in an amount not to exceed \$4,920.00
 - 8 weeks x 6 hours/week x 3 teachers x \$30/hour = \$4,320.00
 - 8 weekly lessons of vocals, one (1) hour/week \$30/hour, = \$ 240.00
 - (Total combined for personnel= \$4,560.00)
 - Optional, for final performances 2 extra days w/ Music Team = \$ 360.00
\$30.00/per hour; not to exceed 12 hours

Total \$4,920.00
2. Provide the facilities for the music lessons.
3. Provide access to the students according to the schedule agreed upon.
4. 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 \$4,920.00
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

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-214 – Mad Science of Los Angeles (Freeman/Flores-Beck)

Mad Science of Los Angeles will provide two (2) “Dirt on Garbage” workshops in Driffill School 5th grade classrooms on April 22, 2016, for students in Room 215, teacher Dawn LaRaia, and Room 216, teacher Kathryn Lasley. Each workshop will be \$240.00, for a total amount of \$480.00.

FISCAL IMPACT:

Not to exceed \$480.00 – School Site Funds - Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Driffill School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-214 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-214, Mad Science of Los Angeles (1 Page)

**AGREEMENT/MOU #15-214 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM PRESENTATIONS
FOR DRIFILL SCHOOL**

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for Driffill School in the Oxnard School District (OSD). The purpose is to provide the Mad Science "Dirt on Garbage" workshops for the 5th grade students at Driffill School in classrooms 215 - LaRaia & 216 - Lasley.

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

1. **Mad Science agrees to:**
 - a. Provide Science lessons from their "Dirt on Garbage" curriculum.
 - b. Provide pre and post presentation activities to be completed by participating students.
 - c. Certify that presenters have been fingerprinted and TB tested.
 - d. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - a. Compensate Mad Science for 2 workshops with (one per classroom) of science enrichment at Driffill School at the following rates:
 - i. Compensate Mad Science at a rate of \$240.00 per class presentation (two class presentations offered in one day) for a total amount of \$480.00.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 21, 2016 through June 17, 2016.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date:

MAD SCIENCE OF LOS ANGELES:

Lisa Balmain-Nadasdy, Sales Representative

Mad Science of Los Angeles

Sparking, Imaginative, Learning

15815 Monte St. Unit 101

Sylmar, CA 91342

Phone: 818-909-6777

Fax: 818-909-6771

<http://www.madscience.org/losangeles>

Date:

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 4/20/16

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

Approval of Agreement #15-216 – Terra Firma Enterprises (Vaca/Magana)

Terra Firma Enterprises (TFE) will provide assistance to Oxnard School District (OSD) to update their Emergency Operations Plan (EOP) and Operational Checklist for their Emergency Operations Center (EOC). The EOP's will comply with SEMS (Standardized Emergency Management System) & NIMS (National Incident Management System), and will follow the DHS (Department of Homeland Security) guidelines.

FISCAL IMPACT:

Not to exceed \$16,705.00 – Safety Credits

RECOMMENDATION:

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #15-216 with Terra Firma Enterprises.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-216, Terra Firma Enterprises (13 Pages)
Proposal (5 Pages)
Certificate of Insurance (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-216

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of April, 2016 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“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 **April 21, 2016** through **November 24, 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 Sixteen Thousand Seven Hundred Five Dollars (\$16,705.00), 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: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
Attention: Wendy H. Milligan
Phone: 805.642.5232
Fax: 805.642.2883

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.** **NORMA MAGANA** shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

TERRA FIRMA ENTERPRISES:

Signature

Signature

Lisa A. Franz, Director of Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #15-216

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-216

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #15-216

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-216

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 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 \$16,705.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-216

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-216

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #15-216

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 #15-216

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-216

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, **TERRA FIRMA ENTERPRISES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



OXNARD SCHOOL DISTRICT

EMERGENCY MANAGEMENT SERVICES TECHNICAL PROPOSAL

March 24, 2016

REQUIREMENT

Terra Firma Enterprises (TFE) will provide technical assistance to the Oxnard School District (OSD) for emergency management services in the areas planning and training.

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

CONTRACTOR SCOPE OF WORK

PLANNING

Emergency Operations Center (EOC) Assessment, Design and EOC Standardized Operations Procedures (SOPs)

TFE will assess the primary location identified as the district's EOC, design a recommended design layout for the location selected and develop an EOC SOP to be used to set-up the EOC once it is activated and will serve as an EOC reference document.

Update the District Emergency Operations Plan

According to FEMA, "in no case should any part of the plan go for more than two years without being reviewed and revised", (FEMA, *Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101*, November 2010). OSD's EOP last major update was in 2013.

TFE will provide technical assistance to update the EOP, and operational checklists for their Emergency Operations Center (EOC). The EOP will comply with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Update the School Site EOP Template

TFE will provide technical assistance to update the school site EOP template. EOP template will include operational checklists for the school site Incident Command Post.

TRAINING

Emergency Management 101 at the District - Training – TFE will develop and deliver an overview course (1.5 hours) introducing the District Plan, School Site Plan, the difference between the EOP and the Safe School Plan, SEMS and NIMS.

PROJECT DETAILS

EMERGENCY OPERATIONS CENTER ASSESSMENT, DESIGN AND STANDARD OPERATIONS PROCEDURES –	
TASK	Hours
EOC Assessment – TFE will perform a walk-through of the District’s EOC and will assess the facility’s capabilities to serve as an EOC.	4
EOC Design – TFE will consider the location for the District’s EOC and will design the appropriate EOC layout, and identify all necessary equipment and supplies for an effective EOC. TFE will provide schematic of recommended EOC.	20
EOC Standard Operating Procedures - TFE will develop a manual explaining and detailing how the EOC is to be set up, what forms are to be used, and what supplies should be stored.	20
TOTAL HOURS NOT TO EXCEED FOR EOC ASSESSMENT	44
UPDATING THE DISTRICT EOP	
Understand the Situation – TFE will review the current copy of the District’s EOP and compare the Plan against the existing State and Federal requirements and identify gaps and areas that could be improved, present report and findings to Stakeholders group.	8
Stakeholder Meetings – TFE will schedule meetings with stakeholders, prepare agenda’s, and presentation materials. TFE will facilitate each of these meetings. TFE will complete meeting notes and distribute to stakeholders. Three stakeholder meetings are recommended: <ul style="list-style-type: none"> • Meeting #1 – Stakeholders Gap Workshop with stakeholders. Discuss EOP update process, Present findings of EOP reviews. Develop Courses of Action for gap areas. • Meeting #2 – Overview of draft revised EOP. 	12
Draft Revised EOP & Organization - TFE will update and streamline the EOP, checklists and supporting material to comply with SEMS/NIMS regulations and guidelines. Special attention will be focused on how to best incorporate the gap workshop information into the existing EOP. Contractor will submit draft plan to Project Manager for review, input and approval.	40
Compilation of Final Documents - Contractor will incorporate comments from Project Manager and other stakeholders into final draft of the EOP. One digital copy of the plan will be provided to Project Manager.	4
TOTAL HOURS NOT TO EXCEED FOR UPDATING THE DISTRICT EOP	64

UPDATING THE SCHOOL SITE TEMPLATE EOP	
If the District chooses the full review and update described in Updating the District EOC above. TFE will update the School Site Template at no charge and will provide each school site with a CD that contains the School Site Template and an exercise that they can use at their school site.	0
TOTAL HOURS NOT TO EXCEED FOR UPDATING THE SCHOOL SITE TEMPLATE	0
EMERGENCY MANAGEMENT 101 TRAINING	
Emergency Management 101 Training – TFE will design a 1.5 hour course that provides an overview of the District’s emergency management program, EOP, School Site Template and how to use the template.	6
Emergency Management 101 - Instruction Time – Course is 1.5 hours in length. Time includes set-up and breakdown down.	2.5
TOTAL HOURS NOT TO EXCEED FOR EMERGENCY MANAGEMENT 101 TRAINING	8.5
ADMINISTRATIVE SUPPORT AND PLANNING MEETINGS WITH DISTRICT STAFF	
ADMINISTRATION/MEETINGS WITH PROJECT MANAGER – TFE will coordinate regularly with the Project Manager during the life of this project and will meet with the Project Manager to each of the tasks, progress of the project and gather input and direction.	12
TOTAL HOURS NOT TO EXCEED FOR EMERGENCY MANAGEMENT 101 TRAINING	12

SUMMARY OF ESTIMATED COSTS – Any additional costs outside the scope of work need to be approved and requested by the District Project Manager. All approved additional work will be billed at the standard rate of \$130/hour.	
EOC Assessment, Design and Develop EOC SOPs (44 hours x \$130/hr)	\$5,720.
Updating District EOP (64 hours x \$130/hr)	\$8,320.
Updating School Site Template EOP (Included for free if updating District EOP)	0
Emergency Management 101 (8.5 hours x \$130/hr)	\$1,105.
Administrative Support/Planning Meetings (12 hours x \$130/hr)	\$1,560.
TOTAL COSTS FOR ALL PROJECTS (Not to exceed amount)	\$16,705.00

TIMELINE

TFE and the District's Project Manager will establish the schedule of performance to meet the District's goals and objectives for the 2015/2016 school year.

The general schedule will need to be flexible to meet the District's scheduling parameters. Any schedule changes will need to be approved by the District Project Manager. TFE will need 7 months to complete this project. The performance period will start April 21, 2016 and will end November 24, 2016.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Lloyd's of London Insurance Company.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over twenty five years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master Exercise Practitioner certification from the Federal Emergency Management Agency and

a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 60 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 60 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

*This quote is valid for 90-days from the date of this proposal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

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

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
"ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED".	"LOCATIONS AS REQUIRED BY WRITTEN CONTRACT."

A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A persons or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: CIP265155

Named Insured: TERRA FIRMA ENTERPRISES
WENDY HADDOCK MILLIGAN

Endorsement Effective date:

PRODUCER
 AUTO INS SPECIALISTS-CA
 PO BOX 6507
 ARTESIA CA 90702-6507

042870 04

TELEPHONE:(800) 493-7879



**AUTOMOBILE POLICY DECLARATIONS
 IMPORTANT COVERAGE EXCLUSION**

POLICY NUMBER
 0401 04 006154461

POLICY PERIOD
 FROM 01/04/2016 12:01AM TO 07/04/2016 12:01AM

PERSONS INSURED
 RONALD MILLIGAN

DRIVERS
 RONALD MILLIGAN
 WENDY MILLIGAN
 PARKER MILLIGAN

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO: LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.
 It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive

MAILING ADDRESS
 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2005	ACURA MDX AWD UTL 4X4 4D	2HNYD18905H555267		N	09/2005	
2	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
3	1997	TOYOTA RAV4 UTL 4X4 4D	JT3HP10V4V7072757		U	07/2015	

CAR: LP-AL-LA GA-RO LOSS PAYEE(S) (LP); ADDITIONAL INTEREST(S) (AI); LOSS PAYEE(S) AND ADDITIONAL INTEREST(S) (IAI); GARAGING ADDRESS(S) (GA) AND REGISTERED OWNER(S) (RO) OTHER THAN THOSE LISTED ABOVE.

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY			PREMIUMS			NON-FACTORY EQUIPMENT	
				CAR1	CAR2	CAR3	ITEMS INSURED	AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.
BODILY INJURY LIABILITY	\$100,000	EACH PERSON \$ 300,000	EACH ACCIDENT	108	127	345		
PROPERTY DAMAGE LIABILITY	\$100,000	EACH ACCIDENT		108	140	419		
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$100,000	EACH PERSON \$ 300,000	EACH ACCIDENT	30	40	65		
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$3,500	MAXIMUM				9		
COLLISION DEDUCTIBLE WAIVER				1	1			
MEDICAL EXPENSE	\$							
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR					
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR					
COMPREHENSIVE	DEDUCTIBLE CAR1 \$100	CAR2 \$100	CAR3 \$100	34	43	21		
COLLISION	DEDUCTIBLE CAR1 \$250	CAR2 \$250	CAR \$	110	283			
ROADSIDE ASSISTANCE PER OCCURRENCE	CAR1 \$75	CAR2 \$75	CAR3 \$75	3	3	3		
RENTAL CAR BENEFIT	\$	PER DAY	DAYS					
ENDORSEMENTS ATTACHED TO THE POLICY				PREMIUMS PER CAR				
U-10 07/2015				394	637	662		
								POLICY FEE
								TOTAL PREMIUM
								1,895.64

IMPORTANT INFORMATION

EFFECTIVE 01/04/2016
 The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 01/04/2016. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:
 RONALD MILLIGAN
 181 WESTMINSTER AVENUE
 VENTURA, CA 93003


POLICY NUMBER: 0401 04 006154461
 MAILING DATE: 12/04/2015



**OXNARD SCHOOL DISTRICT
WORKERS COMPENSATION INSURANCE
CERTIFICATION**

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District, Terra Firma Enterprises shall not employ any person in any manner so as to become subject to the Workers Compensation Laws of California.

I agree that should Terra Firma Enterprises become subject to the Workers' Compensation Laws of California during the term of the agreement, I will notify the Oxnard School District and comply with those laws immediately.



Wendy Haddock Milligan
President
Terra Firma Enterprises

March 17, 2016
Date

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-217 – Shavonn Swain-KNS Rockstar (Freeman/Castillo)

Shavonn Swain-KNS Rockstar will provide three (3) motivational/anti-bullying assemblies to Curren School.

FISCAL IMPACT:

Not to exceed \$3,000.00 plus lunch – Discretionary

RECOMMENDATION:

It is the recommendation of the Principal, Curren School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-217 with Shavonn Swain-KNS Rockstar.

ADDITIONAL MATERIALS:

Attached: Agreement #15-217, Shavonn Swain-KNS Rockstar (3 Pages)
Confidentiality/Non-Disclosure Form (1 Page)

**Speaker Agreement between the Motivational
Assembly Program and Oxnard [REDACTED] School District**

Event / Course Title:	The Motivational Assembly/ Stop the Bullying and Conquer Your Dreams School Tour
Date:	May 13, 2016
Location:	Curren School
Format:	Assembly
Sessions:	(3) 1 hour sessions / 1 day Total: 3 hours/ 1 day
Days:	Full-day assembly schedule Arrival - 3 hours prior setup Departure - 1 ½ hour breakdown 30-40 minutes for lunch
Speaker Name(s):	Shavonn Swain and Keyi Turner
Address:	100 Sarita Dr.
City, State, Zip:	Oxnard, Ca. 93030
Telephone:	805-330-1351
Contact Name:	Shavonn Swain
TERMS & CONDITIONS	
Speaking Fee (Honorarium):	Total: \$3,000 \$1,000 per assembly; includes motivational speaking, incentives/ giveaways, speech off contest, and a live music concert. \$3,000 in the form of a check will be paid to the Speaker via check on site upon arrival.
Release / Disclosure Agreement:	School/ District will be required to sign a Release/Disclosure Agreement prior the assembly presentation. (Form located at www.motivatethefuture.weebly.com) This assembly format may NOT be disclosed.
Expenses - Travel:	N/A

Expenses - Per Diem:	Meal/ Lunch will be provided to speaker(s) by the School Site. <ul style="list-style-type: none"> Please contact speaker for hospitality/ lunch details
Expenses - Hotel:	N/A
Audiovisual Equipment:	<ul style="list-style-type: none"> Speaker will provide laptop, sound equipment, microphones, and lighting. If Speaker requires any other AV equipment they will notify the school site in advance. School Site or District will provide LCD projector and screen.
Items for Display:	Speaker may display signage/ banners that include sponsor logos.
Speaker's Personal Belongings:	Speaker will be responsible for his/her personal belongings during the event.
Materials and Printing:	Speaker may provide inspirational handouts; posters, cd's, and etc.
Copyright Clause:	<p>The materials are intended for the sole purpose of giving to the students who attend the assemblies. It may not be copied, sold or given away for any other purpose without expressed written permission of the Speaker.</p> <p>Additionally, the assembly format provided may not be disclosed, copied and/ or distributed in any way.</p>
Mentorship:	Speaker has the right to provide students with website and social media contact information to continue to inspire, motivate, and uplift the up & coming future/ generations in our community.
ADA Clause:	The Speaker agrees to work with the school site in order to meet the needs of any students indicating a requirement for special seating, lighting, and/or materials due to visual, auditory or other impairments in accordance with provisions outlined within the Americans With Disabilities Act.
Assembly Program	Includes: Motivational Speaking, Speech Off Contest (Giving Your Students A Voice) / Creative Therapeutic Session, Giveaways/ Incentives, Music Arts/ Live Performance

Cancellation Clause:	<p>If School Site or District cancels the event:</p> <ul style="list-style-type: none"> • Cancellation between one to three weeks prior to assembly – 50% of speaker fee. • Cancellation in last week prior to assembly – 75% of speaker fee. • If site or district cancels the event and does not use the services of Speaker once the contract has been executed, district may remain fully responsible to Speaker for the cost of any prepaid expenses. <p>If Speaker postpones:</p> <ul style="list-style-type: none"> • A new date will immediately be rescheduled within 24 hours for assembly to be held within a 5-10 days period following the 24 hours.
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ACCEPTANCE		
x	805-385-1501	
<i>Signature</i> Lisa Franz, D.P., Oxnard School District	Phone #	Date
x <i>Shavonn Swain</i>	805-330-1351	3/15/2016
<i>Signature</i> Shavonn Swain, Motivational Speaker	Phone #	Date

Confidentiality/ Non-Disclosure

I hereby declare absolute confidentiality regarding the specifications, formula and/ or Assembly format and activities organized by KNS ROCKSTAR, The Motivational Assembly Program & School Tour.

Neither can I use this format or such formula and information for other purposes. This declaration is indefinite, not depending on whether I am a member of the organization or not.

I understand and agree not to record or video any of the program presentation (or any portion thereof) without the prior consent of KNS ROCKSTAR. In the event that KNS provides its consent to such recording and/ or videoing, I shall not use, copy, edit, distribute, publicly perform or publicly display any such recordings or videos without KNS ROCKSTAR's written consent in each instance. I shall not use KNS ROCKSTAR's name, logo or other trademarks without KNS's written consent.

Print: Lisa A. Franz, Director, Purchasing

Signature: _____

School: Curren School

Date: _____

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-218 – Shavonn Swain-KNS Rockstar (Freeman/Coletti)

Shavonn Swain-KNS Rockstar will provide one (1) motivational/anti-bullying assembly to 3rd & 5th grade students at Sierra Linda School.

FISCAL IMPACT:

Not to exceed \$1,000.00 plus lunch – Discretionary

RECOMMENDATION:

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-218 with Shavonn Swain-KNS Rockstar.

ADDITIONAL MATERIALS:


Attached: Agreement #15-218, Shavonn Swain-KNS Rockstar (3 Pages)
Confidentiality/Non-Disclosure Form (1 Page)

**Speaker Agreement between the Motivational
Assembly Program and Oxnard [REDACTED] School District**

Event / Course Title:	The Motivational Assembly Program/ School Tour
Date:	April 29, 2016
Location:	Sierra Linda School
Format:	Assembly
Sessions:	(1) 1 hour session / 1 day Total: 1 hour/ 1 day
Days:	Full-day assembly schedule Arrival - 3 hours prior setup Departure - 1 ½ hour breakdown 30-40 minutes for lunch
Speaker Name(s):	Shavonn Swain & Keyi Turner
Address:	100 Sarita Dr.
City, State, Zip:	Oxnard, Ca. 93030
Telephone:	805-330-1351
Contact Name:	Shavonn Swain
TERMS & CONDITIONS	
Speaking Fee (Honorarium):	Total: \$1,000 \$1,000 per assembly; includes motivational speaking, incentives/ giveaways, speech off contest, and a live music concert. \$1,000 in the form of a check will be paid to the Speaker via check on site upon arrival.
Release / Disclosure Agreement:	School/ District will be required to sign a Release/Disclosure Agreement prior the assembly presentation. (Form located at www.motivatethefuture.weebly.com) This assembly format may NOT be disclosed.
Expenses - Travel:	N/A

Expenses - Per Diem:	Meal/ Lunch will be provided to speaker(s) by the School Site. <ul style="list-style-type: none"> Please contact speaker for hospitality/ lunch details
Expenses - Hotel:	N/A
Audiovisual Equipment:	<ul style="list-style-type: none"> Speaker will provide laptop, sound equipment, microphones, and lighting. If Speaker requires any other AV equipment they will notify the school site in advance. School Site or District will provide LCD projector and screen.
Items for Display:	Speaker may display signage/ banners that include sponsor logos.
Speaker's Personal Belongings:	Speaker will be responsible for his/her personal belongings during the event.
Materials and Printing:	Speaker may provide inspirational handouts; posters, cd's, and etc.
Copyright Clause:	<p>The materials are intended for the sole purpose of giving to the students who attend the assemblies. It may not be copied, sold or given away for any other purpose without expressed written permission of the Speaker.</p> <p>Additionally, the assembly format provided may not be disclosed, copied and/ or distributed in any way.</p>
Mentorship:	Speaker has the right to provide students with website and social media contact information to continue to inspire, motivate, and uplift the up & coming future/ generations in our community.
ADA Clause:	The Speaker agrees to work with the school site in order to meet the needs of any students indicating a requirement for special seating, lighting, and/or materials due to visual, auditory or other impairments in accordance with provisions outlined within the Americans With Disabilities Act.
Assembly Program	Includes: Motivational Speaking, Speech Off Contest (Giving Your Students A Voice) / Creative Therapeutic Session, Giveaways/ Incentives, Music Arts/ Live Performance

Cancellation Clause:	<p>If School Site or District cancels the event:</p> <ul style="list-style-type: none"> • Cancellation between one to three weeks prior to assembly – 50% of speaker fee. • Cancellation in last week prior to assembly – 75% of speaker fee. • If site or district cancels the event and does not use the services of Speaker once the contract has been executed, district may remain fully responsible to Speaker for the cost of any prepaid expenses. <p>If Speaker postpones:</p> <ul style="list-style-type: none"> • A new date will immediately be rescheduled within 24 hours for assembly to be held within a 5-10 days period following the 24 hours.
----------------------	---

ACCEPTANCE		
x	805-385-1581	
Signature Lisa A. Franz, Director, Purchasing 	Phone #	Date
x <i>Shavonn Swain</i>	805-330-1351	3/16/2016
Signature Shavonn Swain, Motivational Speaker	Phone #	Date

Confidentiality/ Non-Disclosure

I hereby declare absolute confidentiality regarding the specifications, formula and/ or Assembly format and activities organized by KNS ROCKSTAR, The Motivational Assembly Program & School Tour.

Neither can I use this format or such formula and information for other purposes. This declaration is indefinite, not depending on whether I am a member of the organization or not.

I understand and agree not to record or video any of the program presentation (or any portion thereof) without the prior consent of KNS ROCKSTAR. In the event that KNS provides its consent to such recording and/ or videoing, I shall not use, copy, edit, distribute, publicly perform or publicly display any such recordings or videos without KNS ROCKSTAR's written consent in each instance. I shall not use KNS ROCKSTAR's name, logo or other trademarks without KNS's written consent.

Print: Lisa A. Franz, Director, Purchasing

Signature: _____

School: Sierra Linda School

Date: _____

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 4/20/16

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

APPROVAL OF AGREEMENT #15-220 – CSDA Design Group (Cline/Bhatia)

CSDA Design Group (CSDA) will provide architectural design services for the installation of (3) new portable buildings, additional parking, and replacement of existing play structure at San Miguel School.

FISCAL IMPACT:

\$79,958.00 – Deferred Maintenance – One Time Funds

RECOMMENDATION:

It is the recommendation of the Director, Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #15-220 with CSDA Design Group.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-220, CSDA Design Group (13 Pages)
Proposal (18 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-220

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of April, 2016 by and between the Oxnard School District (“District”) and CSDA Design Group (“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 **April 21, 2016 through August 31, 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 Seventy Nine Thousand Nine Hundred Fifty Eight Dollars (\$79,958.00), 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 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. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend 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), arising out of or in any way attributable to the performance of this Agreement by 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
1051 South A Street
Oxnard, California, 93030
Attention: Pavan Bhatia
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: CSDA Design Group
4061 Glencoe Avenue, Suite B
Marina del Rey, CA 90292
Attention: Jeffery M. Fuller
Phone: (310) 821.9200
Fax: (310) 821.9201

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.** PAVAN BHATIA 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:

CSDA DESIGN GROUP:

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 #15-220

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-220

SERVICES

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

PER ATTACHED PROPOSAL DATED 3/18/16

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

PER ATTACHED PROPOSAL DATED 3/18/16

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 #15-220

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-220

COMPENSATION

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

Total Compensation Not to Exceed 79,958.00

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 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 \$79,958.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-220

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-220

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #15-220

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 #15-220

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-220

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

March 18, 2016

Lisa A. Franz
Director, Purchasing
Oxnard School District
1051 South A Street
Oxnard, CA 93030

**Subject: Proposal to Provide Architectural Design Services for RFP #15-01
San Miguel School, 2400 South J Street, Oxnard, CA 93030**

Dear Ms. Franz,

CSDA Design Group (CSDA) is pleased to submit our proposal to provide architectural design services for the installation of new portables, additional parking, and replacement of existing play structure located at the San Miguel School Upper at 2400 South J Street, Oxnard, CA 93030. Following the site meeting on March 10th, we believe that we have a good understanding of the scope of services required for the San Miguel School project. Our assumptions and proposed scope of work includes the following:

SCOPE OF WORK

- **Architectural and engineering design services are as follows (and as shown on Attachment "A"):**
 - **Provide site and utility design for (3) new DSA PC approved portable buildings with bathrooms to be located within the campus.**
 - **Identify and analyze the existing Path of Travel (P.O.T.) for compliance - from the Public Right of Way to ADA Accessible parking space to the Administration Building to the Area of Work for this project.**
 - **Utility design to consist of sewer, water, and electrical – point of connection to portable buildings.**
 - **Modular company to provide CSDA with drawings and specifications for the (3) portable buildings and aluminum ramps.**
 - **Portable buildings from modular company will contain: HVAC BARD heat pumps, non-ducted with economizing design or equal; BARD "CompleteStat" thermostats, full functioned with BacNET capability or equal for Alerton EMS software.**
 - **Provide site design for blacktop surface pad to receive (3) portable buildings.**
 - **Provide site and utility design for 15-20 new additional parking spaces (ADA compliant) with lighting, alley access, and automatic rolling gate.**
 - **Exterior site lights and automatic rolling gate will be selected by District and forwarded to CSDA for incorporation into the documents.**

- Provide site design for new larger play structure with ADA features
 - Play structure to be selected by District and forwarded to CSDA for incorporation into the documents.
- Provide site design for upgrading the existing playground area.

SCOPE OF SERVICES

1. Construction Documents
 - a. Develop a further understanding of the project through reviewing any owner provided as-built documentation and through one site visit. On-site visit will be conducted by the appropriate CSDA team members and consulting engineers and will focus on the areas listed above in the scope of work.
 - b. Due to time constraints, this proposal is based upon no formal District review period. All District reviews and comments to CSDA will be required to take place during the first 10 days of the project.
 - c. CSDA and its consultants will provide construction document level drawings that will be used for Agency Approval and contractor bidding.
2. Agency Approval
 - a. CSDA and its consultants will work with the Division of the State Architect (DSA) and the local fire authority to obtain all necessary approvals for the project.
 - b. This proposal is based upon an over the counter DSA approval process.
3. Bidding
 - a. CSDA and its consultants will assist the school in the bidding of the project by answering RFI's, reviewing submittals, and participating in one pre-bid conference.
4. Construction Administration
 - a. CSDA and its consultants will engage in construction administration services during the construction phase of the project by answering RFI's, reviewing submittals and shop drawings, attend one kick-off meeting, and attend construction meetings (3 max).
5. Close-out/Certification
 - a. CSDA will work with the school to achieve project close-out/certification through DSA.

SCHEDULE

The project schedule is based on the following milestones:

- Construction Documents*: 4 weeks
- Agency Approval: 1 week
- Bidding: 4 weeks
- Construction Administration: 8 weeks
- Close-out/Certification: 4 weeks

Note: * Construction Documents to start on April 21, 2016 per the District.

COMPENSATION

As compensation for professional architectural and engineering services for the scope of work as outlined above, CSDA proposes a lump sum fee of **\$79,958.00** (Seventy Nine Thousand, Nine Hundred Fifty Eight Dollars) per the attached fee breakdown. CSDA is also requesting reimbursable expenses for Plotting, Photographs, Printing, and Copies at 110% of the direct cost. Mileage, outside of Ventura & Los Angeles Counties required for this project, shall be reimbursed at the current IRS Mileage rate.

NOTES

1. This proposal is based upon limited modernization of campus grounds, path of travel, and fire department access.
2. This proposal is based upon receiving accurate as-built documents in CADD/BIM format prior to beginning the project.
3. The District will be responsible for making all necessary facilities and areas of the site available for the visual site visit.
4. The District is responsible for providing required geotechnical report and site survey.
5. This proposal does not include mechanical/plumbing, structural engineering or cost estimating services.
6. This proposal does not include site accessibility upgrades outside the scope of work listed above.
7. This proposal does not include building accessibility upgrades to existing facilities.
8. This proposal does not include additional meetings and/or coordination that are not identified within the scope of work and scope of services listed above.

CLOSING

Thank you for provide CSDA with the opportunity to continue our working relationship with the Oxnard School District and community. Please contact me at (310) 301-4775 if you have any questions or concerns regarding this proposal.

Sincerely,

CSDA DESIGN GROUP

Jeffery M. Fuller, AIA, LEED AP
President

Cc: Michael Schoen, AIA, LEED AP - Principal
Anissa K. Wong - Principal
CSDA File

Project:	San Miguel School - Oxnard SD RFP #15-01							Date: 3/18/16
Client:	Oxnard School District							
Proj. No.:	TBD							Base Year 2016 Billing Rates
Labor:	ARCHITECTURAL - CSDA							
	ARCHITECTURAL	Principal	Sr. Project Manager	Project Architect	Job captain	CAD Drafter	Admin.	Total Hours
	PROJECT PHASE & TASK DESCRIPTION							
1	Construction Documents							
	Review Existing Facilities Documentation		4			8		12
	Site Visit (1)		8			8		16
	Develop CD Documents		8			80		88
	Consultant Coordination		2			12		14
	Quality Control	1	4					5
	MANHOUR SUBTOTAL	1	26	0	0	108	0	135
	CLASSIFICATION RATES	\$ 215.00	\$ 180.00	\$ 165.00	\$ 110.00	\$ 90.00	\$ 85.00	
	SUBTOTAL COST	\$ 215	\$ 4,680	\$ -	\$ -	\$ 9,720	\$ -	\$ 14,615
2	Agency Approval							
	Prep for Agency Submittals		2			8		10
	Fire Department Approval		2			8		10
	DSA Over the Counter Approval		10			16		26
	MANHOUR SUBTOTAL	0	14	0	0	32	0	46
	CLASSIFICATION RATES	\$ 215.00	\$ 180.00	\$ 165.00	\$ 110.00	\$ 90.00	\$ 85.00	
	SUBTOTAL COST	\$ -	\$ 2,520	\$ -	\$ -	\$ 2,880	\$ -	\$ 5,400
3	Bidding							
	Pre-Bid Conference (1)		4					4
	Review RFI's		4			8		12
	Assist District with Bid Review		1					1
	MANHOUR SUBTOTAL	0	9	0	0	8	0	17
	CLASSIFICATION RATES	\$ 215.00	\$ 180.00	\$ 165.00	\$ 110.00	\$ 90.00	\$ 85.00	
	SUBTOTAL COST	\$ -	\$ 1,620	\$ -	\$ -	\$ 720	\$ -	\$ 2,340
4	Construction Administration							
	Construction Kick-off Meeting (1)	4	4			4		12
	Attend Construction Meetings (3)		4			12		16
	Review RFI's and Submittals		4			16		20
	MANHOUR SUBTOTAL	4	12	0	0	32	0	48
	CLASSIFICATION RATES	\$ 215.00	\$ 180.00	\$ 165.00	\$ 110.00	\$ 90.00	\$ 85.00	
	SUBTOTAL COST	\$ 860	\$ 2,160	\$ -	\$ -	\$ 2,880	\$ -	\$ 5,900
5	Close-out/Certification							
	Prepare Close-out/Certification Documents		1			6		7
	Submit Documentation and Finalize Close-out/Certification		2			6		8
	MANHOUR SUBTOTAL	0	3	0	0	12	0	15
	CLASSIFICATION RATES	\$ 215.00	\$ 180.00	\$ 165.00	\$ 110.00	\$ 90.00	\$ 85.00	
	SUBTOTAL COST	\$ -	\$ 540	\$ -	\$ -	\$ 1,080	\$ -	\$ 1,620
	SUBTOTAL COST - ARCHITECTURAL SERVICES							\$ 29,875
6	Consultants							
	Civil Engineer (without Survey)							\$ 24,280
	Electrical Engineer							\$ 21,250
	SUBTOTAL COST							\$ 45,530
	SUBTOTAL CONSULTANT COSTS (10% CSDA ADM.)							\$ 50,083
	TOTAL PROJECT FEE							\$ 79,958

* - Photo provided, will be sent separately

(N) Chain link fence

(E) Power Vault*

(E) Switchgear, transformer*

(E) Sewer Line*

(N) Playground Area

(E) Playground to be demolished

(E) MDF

(E) FACP* 2400 S J St

(E) Fence to be removed

(E) Security Panel*

(E) Chain link fence to remain

(E) Backstop to be removed

(E) Storage containers to be removed by the District

(N) Rolling gate

(N) Asphalt Paving - Typ.

(N) Chain link fence

(N) Portable 1

(N) Portable 2

(N) Portable 3

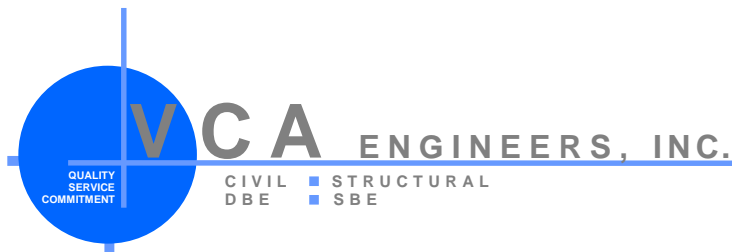
(N) Exterior Site Lighting for portables and parking areas

(N) Chain link fence

(N) parking for 15-20 spaces

Project Scope of Work

Attachment "A"



March 14, 2016

Jeffery Fuller, AIA, LEED AP
President
CSDA Design Group
4061 Glencoe Ave., Suite B
Marina Del Rey, CA 90292
T: (310) 301-4775 | F: (310) 821-9201

Subject: Fee Proposal for Civil Engineering Services for
Oxnard SD San Miguel Elementary School
2400 S. J Street, Oxnard, CA 93033
New Portables

Dear Jeffery,

VCA Engineers is very pleased to submit this fee proposal to perform civil engineering services associated with the above project. Based on your email and the attachments therein dated March 07, 2016, The Oxnard School District intends to install (3) new portable buildings with bathrooms on a blacktop surface, 15 to 20 additional parking spaces with lighting, alley access and automatic rolling gate, ADA parking and a new larger paly structure with ADA features. Accordingly, we have prepared this fee proposal which will cover the following: (I) our proposed scope of work, (II) the project schedule, and (III) our consulting fee. Our scope of services will be all inclusive as required to complete the project in a concise and timely manner as mandated by project schedules and standard requirements of professional practice.

Our understanding of the civil scope of work of the on-site improvement per the RFP is as follows:

1. Demolition of existing structures, hardscape (playground area) and landscape.
2. Grading for Drainage and Accessibility for the project site.
3. Utility disconnections and re-connections and new connections for sanitary sewer, potable and fire water.
4. Provide horizontal and vertical control for the new improvements.
5. Provide new asphalt pavements.
6. Provide storm water management (LID).
7. Provide coordination between owner, architects and electrical engineer.

I. Civil Engineering Services

VCA Engineers proposes the following engineering services:

A. Civil Design

1. Visit the site to confirm/verify data reflected on provided information, note existing conditions for use as basis in our design and to discuss in detail the scope, the milestone submittals/schedule and other project requirements, if any.
2. Provide due diligence for civil requirements from the Oxnard School District.

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3. Review available site as-built records, topographical survey, soils report, and other available site information that you or the owner will furnish to us or that we can obtain from the District including underground utility data such as pipe size, material, depth, cover or invert if they are available through the District's as-built records. Please note that these existing underground utility data as prepared by others are not verified at the time of this proposal. Verification through the use of ground penetration radar (GPR), electromagnetic line locating (EM) instruments, or in-situ utility potholing will be required if a higher level of data accuracy is preferred. VCA's work scope does not include this higher level of verification. It is highly likely that potential change orders during construction may occur due to unknown, unforeseen and unverified utility information (especially invert elevations) during design and construction. Please relay this information to the owner for proper guidance, planning and decision.
4. Based on the above available data, determine the point of connections for potable and fire water, sewer and drainage lines only. It is assumed that the points of connections are available, adequate and reasonably nearby the subject facility.
5. If the connections are made on-site the facility, it is also assumed that there is enough capacity and adequacy of the existing utility lines. VCA does not include testing and verification of the existing lines as well as overall utility assessment, review, and recommendations for the utility needs of the entire facility. Fees for water pressure testing and existing municipal sewer capacity analysis are not included as they are unknown at this time of the proposal.
6. If the connections are made off-site the facility at public right of ways in the street, VCA will coordinate with the utility owners for the utility connections of the new facility only. Similarly, VCA will not review, verify and perform testing for the capacity and adequacy of existing utility lines within the public right of way.
7. Provide grading elevations of the new site improvements relative to site drainage considering sustainable design, ADA compliance and their joining to or interface with existing conditions.
8. Prepare construction documents to include civil drawings depicting: Site Demolition Plan, Site Horizontal and Vertical Control, Site Paving, Grading and Drainage with local Storm Water Management Design (LID), Utility Plans, Utility Profiles, Site Sections and Miscellaneous Sections and Details, including details of critical conditions and connections. VCA will design the storm drain lines and other wet utilities such as fire water, potable water, and sanitary sewer. Dry utilities including gas lines will be the scope of other sub-consultants.
9. Prepare all documents in accordance with the Standards, Guidelines and Design Criteria of the Oxnard School District unless directed otherwise. We will download these standards for our use if available at the agency's website or we will request these standards from the owner through you.
10. Prepare applicable Specifications.
11. Obtain Plan-check approval of civil drawings from authorities having jurisdiction over the project.
12. Incorporate Plan-check review comments/corrections, if any.
13. Attend maximum of one (1) coordination meetings.

B. Civil Engineering Services During Construction

1. Attend pre-bid conference meeting.
2. Provide written response to contractor's questions and clarifications during bidding.
3. Prepare Bid Addendum or Bulletins during bidding as requested by the Architect.
4. Provide written response to contractor's questions and clarifications during construction.
5. Assist in reviewing contractor's change orders related to civil works.
6. Review and approve contractor's submittals.
7. Conduct two (2) site visits to observe civil works during construction. Those additional site visit (beyond 2 site visit which is included) could be provided by a T&M basis.
8. Conduct final walk through for punchlists.
9. Prepare Record Drawings based on contractor's red marks on field drawings and project RFI's and RFC's.

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Consulting and civil engineering design services relating to any of the following items are specifically excluded from this proposal:

- Requests, either by city, owner, or client for items not covered by this fee proposal. Onsite and offsite work required by jurisdictional Inspectors during construction that were not required during the municipal plan check and permitting are also excluded from this proposal.
- Entitlements and/or studies required by conditional use permits, environmental impact reports or assessments, CEQA, and NEPA requirements except as noted in this proposal.
- Topographical mapping and topographic field survey of the site including ALTA Map Preparations.
- Geotechnical and environmental engineering including percolations tests, methane mitigation, testing and reports.
- Phasing Plans requiring separate submittals, plan checking and permits.
- Traffic Engineering including Traffic Signalization, Signage, and Street Striping (Pavement Markings).
- Structural engineering and design of buildings.
- Offsite Improvements including but not limited to street widening, sidewalk, curb and gutter, street lights, street trees and other street work in public right of way other than curb cuts for new driveways and closure of existing driveways.
- SWPPP handbook, Application (NOI) and Termination (NOT) to CRWQCB (by QSD) as well as SWPPP Monitoring (by QSP). It is assumed that the selected contractor will perform this work in conjunction with the Legally Responsible Person (LRP) of the Owner.
- Erosion Control Plans.
- All new or existing above and underground dry utilities including gas lines, electrical, telephone, and cable lines. It is expected that the other Team sub-consultants will coordinate the design of their removal, relocations, or installation as these are not VCA expertise.
- Design of Lift Stations and Pump Stations including its electrical connections.
- Design and coordination of the removal, relocation, or abandonment of unknown and unforeseen existing wet or dry underground utilities, vaults or septic systems in public right of way or private property that are discovered during construction.
- Existing utility investigation and verification through utility potholing, use of GPR or EM line locating instruments depending on the level of data accuracy that will be required by the client. Also, CCTV of existing gravity lines to determine pipe soundness, clogging and working condition. Otherwise, client to provide information on the existing utility lines including actual location of pipe, type of pipe material, invert elevations, earth cover, and or pipe slopes, unless specifically requested as a VCA scope of work for this project.
- Feasibility study, determination, evaluation and testing of existing infrastructures at points of connection or for the entire project site except as proposed herein.
- Cost Estimating
- Title reports, recorded documents, legal descriptions, easements, street dedications, lot consolidation or lot ties, lot line adjustments, parcel maps and property realignments and recordings etc, street encroachment permits, except as noted in this proposal.
- Plan-check fees and other jurisdictional fees, if any.
- Multiple drawing reproductions, CADD plotting, Mylar photo work, sepia reproductions and next-day deliveries required for this project other than VCA's one set reproduction for milestone submittals.

II. Project Schedule

Our service will commence upon receiving written Notice-to-Proceed from you and approval of this letter proposal. We are committed to abiding by your project schedule. The design deliverable phases are anticipated to CD, Agency Approval, Bidding & Award, CA and Project Close-out. Each design phase is to be performed following our in-house requisite quality control procedures.

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III. Compensation

Our compensation for providing the above engineering services will be lump sum per the table below. The proposed fee will be billed at the monthly percentage completion of each task. Please note that other direct cost items for travel, one original set for submittal at milestones and mailing to you are included in the fees. Reproductions for multiple submittals are not included and are reimbursable at cost plus 10% administrative costs. Please note that our 2016 Schedule of Rates is attached herein for your reference and for any additional time and material work.

Fee Breakdown:

PHASES	FEES
Construction Documents	\$ 18,210
DSA Approval	\$ 1,700
Bidding & Award	\$ 971
Construction Administration	\$ 2,428
Project Close-Out	\$ 971
TOTAL	\$ 24,280

Topographical Survey (Option) \$ 5,900

Thank you again for the opportunity to be a member of your team and please do not hesitate to call us if you have any question.

Sincerely,
VCA Engineers, Inc.



Virgil C. Aoanan, P.E., S.E., QSD
Principal

ACCEPTED BY:
CSDA Design Group

BY: _____

DATE: _____

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Exhibit A:



2016 VCA ENGINEERS SCHEDULE OF FEES

PROFESSIONAL STAFF

HOURLY RATE

Principal	\$210.00
Project Manager	\$180.00
Lead/Senior Project Engineer	\$165.00
Project Engineer	\$150.00
Engineer	\$140.00
BIM Modeler	\$120.00
Senior CADD Technician	\$90.00
CADD Technician	\$80.00
Clerical/Admin	\$65.00

MILEAGE AND SUBSISTENCE

Auto Mileage	\$ 0.54 per mile plus 10%
Parking	Actual Cost plus 10%
Air Travel and Car Rental	Actual Cost plus 10%
Subsistence (overnight out of LA)	Actual Cost plus 10%

DIRECT SERVICES

Milestone Reproducible Submittal (one set)

Included in Proposed Fees

Messenger and Overnight Delivery Services	Actual Cost plus 10%
Long Distance Phone	Actual Cost plus 10%
Outside B&W Plotting	Actual Cost plus 10%
Sepia/Mylar	Actual Cost plus 10%
Reprographic Services (binding, mounting and etc.)	Actual Cost plus 10%

LIABILITY INSURANCE

During the terms of this agreement, VCA shall at all times procure and maintain insurance. VCA carries General, Automobile Liability Insurance and Workers Compensation at \$2M each occurrence and Professional Liability Insurance at \$2M per claim.

CLAIMS AND DISPUTES

Client and VCA agree to negotiate and resolve all disputes between them in good faith as a first attempt. If the dispute cannot be resolved therein, the parties shall mutually agree to submit the matter to mediation and arbitration in accordance with the American Arbitration Association's Commercial Mediation Rules if the total dispute is less than \$49,000. The results of the arbitration, as decided by three (3) arbitrators, each party choosing their own arbitrator and the two arbitrator choosing a third member, shall be final, and judgment may be entered upon it in any court of competent jurisdiction in the City where the work is performed.

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T U R P I N & R A T T A N
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CONSULTING ENGINEERS

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March 16, 2016

Mr. Jeffery Fuller, AIA, LEED AP | President
CSDA DESIGN GROUP

4061 Glencoe Avenue, Suite B
Marina Del Rey, CA 90292

Subject: **San Miguel School – Oxnard School District**
Three (3) Relocatable Buildings and New Parking Lot

TREI #16014.M00 (Rev #1 3-15-16)

Dear Mr. Fuller:

Turpin & Rattan Engineering, Inc. (TREI) is pleased to present our fee proposal to provide professional electrical engineering and design services for the above-mentioned projects. We have developed the following project description and scope of work per phase to determine the level of effort necessary to complete this project.

Project Description:

The project consists of the installation of three (3) relocatable, buildings (approximately 1,440 SF each) at San Miguel School for the Oxnard School District. San Miguel School is located at 2400 South J Street in Oxnard, California.

Additionally, the project includes a new lighted parking lot for 15-20 vehicles, with an automatic (electric) rolling gate. Lighting for the parking lot will be designed to meet all current Title 24 requirements.

- a. The new buildings will be furnished complete with interior lighting, duplex receptacles located throughout and a wall-mounted HVAC unit.
- b. Extend and connect existing electrical systems to the 'new' buildings. Electrical Systems to be extended to the new buildings include:

1. Power – New feeders will be extended from the existing campus electrical distribution system to the new buildings. The new feeders will connect to the 'existing' panel(s) supplied with the new buildings.
2. Fire Alarm System – The existing Fire Alarm System will be extended to the new buildings. New fire alarm initiation and annunciation devices shall be installed for the new buildings as required (interior and exterior). The existing fire alarm system will be reprogrammed to accommodate the additional devices.

Alternately at the District's option, a separate stand-alone fire alarm system will be designed to serve the new relocatable classrooms buildings. This may be preferable if these buildings are considered as 'temporary' or short-term. This may be allowed by DSA if these buildings will be separated by the minimum distance required from other structures on the site.

3. Data Network System – A fiber optic cable will be extended to the new buildings from the existing Data Network System. The cable will be terminated in a new IDF (intermediate Distribution Frame) in/on the new buildings for connection to new



data jacks in the new buildings. New data jacks will be located in each building as directed by the District.

4. Public Address/Intercom/Telephone System – A multi-pair copper cable will be extended to the new buildings from an existing Telephone Terminal. The cable will be terminated for connection to new public address/intercom/telephone devices in the new buildings. New devices will be located as directed by the District.
5. Cable Television Distribution System (CATV) – A coaxial cable will be extended to the new buildings from the existing Cable Television Distribution system. The cable will be terminated and connected to new CATV outlets in the new buildings.
6. Security / Intrusion Detection System – New cables will be extended to the new buildings from the existing Security System. The cable will be terminated and connected to new Security devices in the new buildings. New devices will be located as directed by the District.

Scope of Services -- Construction Document Phase:

The scope of services for the Construction Document Phase of work will consist of plans and specifications suitable for bidding purposes that will include the following tasks and/or electrical system designs. The contract documents will conform to the standard of care for a project of this type, size, and complexity. The design and engineering for this phase of the work will comply with accepted electrical engineering practices and with District standards and requirements.

- a. Field investigation as necessary to determine the actual existing conditions and to determine the accuracy to the available “as-built” drawings.
- b. Extension of the following existing electrical systems to the new relocatable buildings:
 1. Power will be extended to the panelboards provided with the new buildings as described above.
 2. Existing Fire Alarm System will be extended to the new buildings as described above.
 3. Existing Data Network will be extended to the new buildings as described above.
 3. Existing Public Address/Intercom/Telephone systems will be extended to the new buildings as described above.
 4. Existing Cable Television Distribution system will be extended to the new buildings as described above.
 5. Existing Security / Intrusion Detection system will be extended to the new buildings as described above.

Note: This Proposal assumes that all existing electrical and electronic systems noted above have adequate capacity to serve the new buildings. If any system must be upgraded or replaced, the provisions of Additional Service will apply.

- c. Grounding of the new buildings including new ground rods & conductors.
- d. Load calculations as required for addition of new relocatable building loads to the existing, revised electrical power services.
- e. Power and controls for new parking lot lighting and automatic rolling gate. Controls for the parking lot lighting will be automatic as required to meet Title 24 mandates.
- f. Title 24 calculations and documentation will be completed for the new outdoor parking lot lighting.

3 Relocatable Classroom Buildings – San Miguel School

Electrical Engineering Proposal (Rev #1)



- g. Specifications will be completed for all electrical components of the project. Specifications will be similar to the CSI format.

Scope of Services - DSA Approval Phase:

The scope of services during the DSA Approval Phase of work will include the following tasks and services:

- a. Agency review and plan check corrections will be completed for the initial submittal and for any subsequent submittals and corrections.
- b. Fire alarm approval packages will be prepared including, catalog cut sheets, State Fire Marshal listing numbers, voltage drop calculations, battery calculations and other information required by the State Fire Marshal.

Scope of Services - Bidding and Award Phase:

The scope of services during this phase of work will include the following tasks and services:

- a. Attendance at a pre bid construction meeting for prospective bidders.
- b. Issue construction document clarifications and addenda.
- c. Respond to the bidders questions via the addendum method. The District and/or the Architect will handle all communication with the contractors.
- d. Review the contractor's bids, with the District and the Architect, and review any substitutions proposed by the contractors.

Scope of Services - Construction Administration Phase:

The scope of services for Construction Administration Phase will include the following tasks and services:

- a. Attendance at the "Job Start" meeting with the successful Contractor.
- b. Review of the electrical contractor's submittals for equipment and material for conformance to the plans and specifications.
- c. Attendance at one (1) construction meeting during the construction interval. During this site visit, the electrical construction progress will be observed for general conformance to the plans and specifications.
- d. Response to the electrical contractor's questions and inquiries regarding interpretation of the plans and specifications.
- e. Issuance of construction document clarifications.
- f. Attendance at the final review at the completion of the construction. A "punchlist" will be issued for any items found to be "not in conformance" with construction documents.



Scope of Services - Project Closeout Phase:

The scope of services for the Project Closeout Phase will include the following tasks and services:

- a. Preparation of record electrical drawings from drawings prepared by the electrical contractor. The "record drawings" revisions will be computer drafted and incorporated into the record electrical drawings. **TREI will not be responsible for "tracking" the changes.**

Services Not Included:

The following professional electrical engineering services are **not** included in this proposal:

- a. Electrical design for the interior of the new relocatable building except 'signal systems' as noted above.
- b. Engineering and/or design of signal systems other than those specifically included.
- c. Investigation of existing conditions of any "live" or energized electrical equipment that will require the removal of panel or enclosure covers. This equipment includes, but is not limited to interior wiring or bussing of panel boards, switchboards, transformers and manholes.
- d. Investigation of existing conditions those are hidden or concealed. Any existing condition that will require destructive testing to determine the existing conditions is not included. Therefore, TREI cannot assume any responsibility for these "concealed" conditions.
- e. Inspection Services and / or Construction Management Services. TREI shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow TREI, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- f. Submittal of the Construction Documents to the State of California, Division of State Architect (DSA) for review and approval. This proposal assumes that if DSA approval is required for this project, the submittal of documents will be the Architects responsibility.
- g. This proposal assumes that the existing electrical systems have adequate capacity to add or connect the new relocatable buildings. If the existing systems are not adequate, additional services may be required to up-grade and/or replace the systems. This proposal further assumes that the existing campus Fire Detection and Alarm System was installed and approved under the authority of DSA and that the system is capable of expansion to serve the new buildings.
- h. Selection of light fixtures for the new parking lot. District will select the fixtures/poles.
- i. Leadership in Energy and Environmental Design (LEED) certification. This proposal assumes that LEED certification for this project will not be required.
- j. Commissioning of the electrical systems. This proposal assumes that all commissioning will be performed and completed by a commissioning consultant where necessary. TREI will review the commissioning as necessary to ensure compliance with the specifications.
- k. Photovoltaic (PV) system(s).
- l. Cost Estimating. This proposal assumes that the Architect will retain the services of a Cost Estimator for this project.
- m. And any other services not specifically outlined in the Scope of Services sections above.



Reimbursable Expenses:

Expenses incurred during the term of this project shall be considered reimbursable and marked-up with a 10% charge for handling. The expenses that shall be classified as reimbursable include the following (*these items shall only be reimbursable to the extent that they are reimbursable to CSDA Design Group*):

- a. All printing costs associated with the client-requested check sets of plans and specifications. Printing costs associated with normal progress prints between members of the design team shall not be classified as a reimbursable item.
- b. All plotting cost for CAD generated drawings associated with the client-requested check set of plans as noted in item "a." above.
- c. The cost of overnight or express postage and mailing for submittals, check sets of plans and specifications, or other material that will require special handling.
- d. The cost of all agency-filing fees, plan check fees, or permit fees imposed by any 'authority having jurisdiction (AHJ)' in conjunction with this project.

Additional Services:

Should additional services (those services not included in this proposal) be requested, compensation shall be a negotiated lump sum fee or shall be hourly based on the attached rate schedule for all work performed in conjunction with the additional service. Work shall only proceed after authorization has been received from the client.

Computer & Electronic Media Standards:

All proposed fees stated in this proposal are based on using TREI in-house Computer & Electronic Media standards. Client requests for other specific standards, which vary significantly from these standards, may require additional services.

The following lists TREI's Computer & Electronic Media standards and formats:

- a. AutoCAD - for CADD drawings
- b. Microsoft Word - for Specifications and Correspondence
- c. Microsoft Excel - for Cost Estimating and other Spread Sheets

This proposal does not include the use of Revit modeling or any other BIM software. All 'electrical drawings' will be completed in AutoCAD – in 2D.

Ownership of Electronic Media:

Both parties hereby acknowledge mutually non-exclusive ownership of the electronic files and each party may use, alter, modify, or delete the files without consequence to the other party. Due to the potential that the information set forth on the computer disks can be modified by the owner, unintentionally or otherwise, the consultant reserves the right to remove all indications of its ownership and/or involvement from each electronic display.

Risk Allocation

The Client, Owner, and TREI recognize the relative risks, rewards, and benefits of the project to the Owner. Allocation of the risks are such that the Client and Owner agree that to the fullest extent permitted by law, TREI's total liability to the Client and Owner for any and all injuries, claims, losses, expenses, damages, or claim expense arising out of this agreement from any cause or causes

3 Relocatable Classroom Buildings – San Miguel School

Electrical Engineering Proposal (Rev #1)



shall not exceed the total amount of compensation received under this agreement. Such causes include; but are not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Summary of Proposed Engineering Fees:

The proposed professional electrical engineering fees are lump sum amounts as follows:

Construction Document Phase	\$14,500.00
DSA Approval Phase	\$1,750.00
Bidding and Award Phase	\$1,000.00
Construction Administration Phase	\$3,500.00
Project Closeout	\$500.00
Total Proposed Electrical Engineering Fees	\$21,250.00

The fees quoted in this proposal are valid for a period of 60 days from the date of the proposal.

We appreciate the opportunity to submit our electrical engineering fee proposal for this project. Should you or the District have any questions on the development of this proposal or the elements contained herein, we are available to discuss the proposal at your convenience.

Sincerely,
TURPIN & RATTAN ENGINEERING, INC.

Kenneth A. Kraut
Senior Vice President

Attachments:

- Standard Rate Schedule

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**ENGINEERING
FEE SCHEDULE 2016**

A. Engineering and Design

- Principal	\$185.00 per hour
- Professional Engineer	165.00 per hour
- Engineer	135.00 per hour
- Senior Designer	125.00 per hour
- Designer	115.00 per hour

B. Computer Aided Drafting

- Senior CADD Technician	90.00 per hour
- CADD Technician	80.00 per hour

C. Report/Specification/Letter Typing

- Administrative Assistant	80.00 per hour
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D. Travel and other Miscellaneous Expenses

- Mileage	Current IRS Rate
- Airfare, Meals, Lodging	Actual Cost + 10%
- Other Travel Expenses	Actual Cost + 10%
- Reproductions/Photographs/Postage/Etc.	Actual Cost + 10%
- Other	Actual Cost + 10%

Federal Tax I.D. No.: 95-3900518

15 REG

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 4/20/16

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

APPROVAL OF AGREEMENT #15-221 – Nolte Associates Inc. (Cline/Bhatia)

Nolte Associates Inc. will provide structural, electrical, and mechanical professional DSA Inspection Services for the installation of an additional 75 ton chiller at Ritche School. This service will include all inspection, records, and filing of paperwork up to and including closeout documents to the DSA.

FISCAL IMPACT:

\$8,500.00 – Williams Reimbursement Funds

RECOMMENDATION:

It is the recommendation of the Director, Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #15-221 with Nolte Associates Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-221, Nolte Associates Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-221

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of April, 2016 by and between the Oxnard School District (“District”) and Nolte Associates 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 **June 18, 2016 through August 10, 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 Eight Thousand Five Hundred Dollars (\$8,500.00), 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 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. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend 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), arising out of or in any way attributable to the performance of this Agreement by 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
1051 South A Street
Oxnard, California, 93030
Attention: Pavan Bhatia
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Nolte Associates Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
Phone: (805) 656.6074
Fax: (805) 650.6264

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.** PAVAN BHATIA 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:

NOLTE ASSOCIATES 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 #15-221

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-221

SERVICES

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

PER ATTACHED PROPOSAL NO. 2016.06.0066, DATED 3/24/16

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

PER ATTACHED PROPOSAL NO. 2016.06.0066, DATED 3/24/16

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 #15-221

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-221

COMPENSATION

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

Total Compensation Not to Exceed \$8,500.00

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 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 \$8,500.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-221

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-221

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 #15-221

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 #15-221

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-221

CONFLICT OF INTEREST CHECK

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

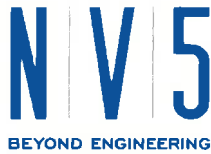
Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



March 24, 2016

Proposal No: 2016.06.0066

**Oxnard School District
Operations Service Center**
1055 South C Street
Oxnard, CA 93030

DSA: 03-116103
File No.: 56-22

ATTENTION: Pavan Bhatia, Director of Facilities

SUBJECT: **Proposal for Project Inspector for the Emilie Ritche Elementary School
HVAC Chiller Plant Project, 2200 Cabrillo Way, Oxnard, CA 93030**

NOLTE - Vertical Five is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
DSA Project Inspector Class 2 (estimate periodic) DSA PI-5 and PI-6 are included	\$ 85.00 hr	100	\$ 8,500.00
TOTAL:			\$ 8,500.00

Notes:

- 1 Project start June 18, 2016 with completion by August 10, 2016.
- 2 Travel time and mileage will be waived to project job site for Project Inspector.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NOLTE – Vertical Five



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CEG 1901
President

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-223 – Marie Gregorio-Oviedo (Freeman/West)

Haydock, Frank and Fremont Middle Schools are transitioning into STEAM academies each with specific focuses, and part of this transition includes rebranding the schools to reflect their new academy focuses. In this rebranding process, each academy will require a stock of 100 or more professional photographs that depict students' involvement in academy related activities together with images of the Haydock, Frank and Fremont campuses themselves. These photographs will in turn be used in a multitude of ways such as in the academy brochures to be used for recruiting new students and as graphics that will be displayed on classroom windows. The photographs will also be displayed on the new digital marquees at Frank and Haydock as well as on the two digital monitors located at each school and posted on the schools' websites, Facebook pages, etc.

FISCAL IMPACT:

Total cost not to exceed \$7,500.00 (\$2,500.00 per school) – MSAP

RECOMMENDATION:

It is the recommendation of the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-223 with Marie Gregorio-Oviedo in the amount not to exceed \$7,500.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-223, Marie Gregorio-Oviedo (1 Page)

**AGREEMENT #15-223 BETWEEN
MARIE GREGORIO-OVIEDO AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL PHOTOGRAPHY SERVICES AND PHOTOGRAPHS**

The scope of this document is to define the roles and responsibilities of the consultant, photographer **Marie Gregorio-Oviedo**, and the **Oxnard School District (OSD)**. The purpose of this agreement is to provide each of the middle school academies with professional photographs of students and academy related activities for promotional purposes.

This serves as a Memorandum of Understanding (MOU) and Responsibility Agreement that the Oxnard School District and Marie Gregorio-Oviedo will work together to create a CD or flash drive with professional photographs depicting students and staff at the three middle schools participating in related academy events and activities both on and off campus. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Marie Gregorio-Oviedo agrees to:**
 - a. Work with staff at each of the three middle school academies to take photographs of students involved in academy based activities between the dates of April 25, 2016 through May 31, 2016.
 - b. Provide Oxnard School District with a Certificate of Insurance naming the Oxnard School District as "additional insured".
 - c. Total photography services, including photography shoots, editing and developing costs not to exceed \$7,500.00 or \$2,500.00 per school site.
 - d. Create a CD or flash drive including all photographs taken by the photographer during the contract hours and deliver these photographs to the client no later than June 10, 2016.
 - e. Relinquish any and all rights to the photographs, along with copyright to the photographs, and hereby grants the Oxnard School District unlimited and exclusive rights to use or reproduce any and all photographs received. Marie Gregorio-Oviedo will not be permitted to use these photographs for professional or personal use in any way nor can they be posted on Marie Gregorio-Oviedo's professional or personal websites.
 - f. Conduct herself in a professional manner at all times during her contract hours. Failure to do so will result in the termination of this Agreement/MOU.

2. **Oxnard School District- MSAP funded STEAM Academies - agrees to:**
 - a. Pay \$175 per hour to Marie Gregorio-Oviedo for a total amount not to exceed \$7,500.00 or \$2,500.00 per school for her photography services at the three middle schools. The photography sessions may take place over the course of several days for a not to exceed amount of 30 hours or 10 hours per school site.
 - b. Assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to: specifying persons and/or scenes to be photographed; taking time to pose people for photographs if necessary; guiding the Photographer to desired persons and/or scenes; arranging pre-shoot consultations, etc.
 - c. If the District cancels these photography services for any reason, District will be responsible to pay the Photographer a minimum of \$175 per hour for non-refundable services and expenses that may have already been incurred up to and including the date of cancellation.

Oxnard School District's school site staff will monitor and oversee Marie Gregorio-Oviedo's work at each of the three middle schools. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented on select dates between April 25, 2016 - June 10, 2016.

OXNARD SCHOOL DISTRICT:

MARIE GREGORIO-OVIEDO:

Signature

Signature

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

Marie Gregorio-Oviedo/ Photographer
Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 4/20/16

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 #15-224 – Buck Institute for Education (Freeman)

The Buck Institute for Education will provide training in Project Based Learning for up to 35 OSD educators for the 2015-2016 school year. Based on BIE’s model of Gold Standard PBL, the workshop provides participants with the skills and knowledge needed to design, assess, and manage, a rigorous, relevant, and standards-based project. In addition to the training, BIE will also provide 35 PBL 101 Workbooks. The three (3) full days of training will take place at the OSD District Office facilities.

FISCAL IMPACT:

Not to exceed \$10,500.00 – Title II

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-224 with the Buck Institute for Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-224, Buck Institute for Education (8 Pages)



SERVICES AGREEMENT

Agreement Number: A-1471

Agreement Date: March 16, 2016

Address Information

Bill to:
1051 South A st.
Oxnard, CA
93030

Ship to:
1051 South A st.
Oxnard, CA
93030

Billing Information

Company Name: Oxnard School District
Contact Name: Lydia Alvara
Email Address: lalvara@oxnardsd.org

Phone: 8053851501 x2301
Fax:

Services

Service	Service Price (USD)	Quantity	Total Service Price (USD)
PBL 101	\$10,500.00	1	\$10,500.00

Total: USD \$10,500.00

Pricing is all-inclusive of facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.

The price of the PBL 101 Workshop also includes 35 copies of the PBL 101 Workbook shipped to the client's site. Publications are not included in the price of other BIE services (including Sustained Support Visits). All other BIE publications can be purchased at: www.bie.org/shop.

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed. BIE reserves the right to increase workshop prices periodically. The prices listed on the Services Agreement do not ensure the same pricing for additional service(s) scheduled at a later date.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)

No

Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

If your organization requires a PO, the PO must be delivered to BIE 30+ days prior a service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client.

Terms and Conditions

1. BIE will provide the Client with the professional development services as specified above.
2. BIE is the sole provider of these services due to the copyrighted materials used. BIE shall retain exclusive copyrights to all its existing written and audiovisual material provided in the training. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by participants during professional services events.

3. The Client agrees to provide a meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.
4. The maximum capacity for each service is 35 participants. If the participants exceed 35 for each service, BIE reserves the right to cancel the service. If the presenter is able to accommodate the additional participants, the Client will be charged the appropriate fees for additional services provided.
5. Participation in BIE service offerings is limited to members of your organization. These seats are not for resale without expressed written permission from BIE.
6. BIE and the Client agree that BIE will assign an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training program described in this Contract. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Contract on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Contract. The assigned presenter is solely responsible for his/her conduct, manner and actions in presentation of BIE materials under this Contract.
7. BIE will submit invoices to the Client within 30 days following each service provided, per the Scope of Work.
8. The Client will submit payment to BIE upon receipt of said invoices, net 30 days from receipt of invoice.
9. If your organization requires a PO, the PO must be delivered to BIE 30+ days prior a service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.
10. A notice of cancellation or rescheduling of any scheduled services must be made in writing 60 days in advance of the scheduled date. Cancellations and rescheduling requests for each service are subject to the following fees in order to compensate for costs already incurred by BIE as a part of the scheduling process.
11. The organization will be invoiced for the rescheduling fee listed below and must provide BIE with rescheduled dates within 30 days of the initial rescheduling request. If the organization cancels or no rescheduled date is provided within 30 days, the organization will be invoiced for the full cancellation fee.

Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling Fee (per service) (USD)	Cancellation Fee (per service) (USD)
60+ days	\$0	\$0

31-60 days	\$250	\$2,500
8-30 days	\$500 *	\$2,500
1-7 days	\$750*	\$2,500
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

* Including, but not limited to, failure to provide BIE with a PO if the Client requires PO for purchase or payment of these services.

Signature Block

Signature:

Name: Lisa Franz
Director, Purchasing

Date

Signed:



Bob Lenz
Executive Director
Buck Institute for Education

Appendix

Service	Start Date	End Date
PBL 101	6/22/2016	6/24/2016

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: _____

Name: Lisa Franz

Director, Purchasing

BIE Service Descriptions

Core & Systemic Service Offerings	
Service	Service Description
PBL 101 Workshops	<p>PBL 101 is BIE's foundational three-day (consecutive, 7.0 hours per day) onsite workshop. Based on BIE's model of Gold Standard PBL, the workshop provides participants with the skills and knowledge needed to design, assess and manage a rigorous, relevant, and standards-based project. The workshop models the project process. Facilitated by one of BIE's expert National Faculty, the workshop is a balanced blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback. Participants are actively engaged in project design, with the expectation that every teacher or teaching team will generate a project plan that receives formative feedback from both participants and BIE National Faculty.</p> <p>All participants (limited to 35 per workshop) receive a free copy of BIE's highly regarded PBL 101 Workbook, which is exclusively for PBL 101 participants and not sold separately.</p>
Sustained Support Visits	<p>Sustained Support Visits are onsite instructional coaching events for participants who attended the PBL 101 Workshop. These visits are spaced throughout the school year following the 101, and are based on participant</p>

	<p>need. BIE conducts a survey of participating teachers and administrators and uses that data to develop a tailored session to support teachers in areas related to project design, assessment, and management.</p> <p>BIE requires districts who partner with us contract for these onsite visits, as multiple studies have indicated the importance of ongoing support as a feature of successful professional development and transformation in teacher practice.</p>
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Systemic Service Offerings	
Service	Service Description
PBL Leadership Development Workshop Series	<p>The PBL Leadership Development Workshop Series equips instructional leaders with the skills and knowledge needed to create the systemic conditions necessary for successful and sustainable PBL implementation. This series is a required feature of BIE's three-year implementation plans and is not offered independently. Workshop participants should include district leadership, instructional coaches, department chairs, site leadership and teacher leaders. The 8-day series, usually spread over the course of one year, includes modules on key protocols, collegial conversations, analysis of student work, instructional rounds, walkthroughs, data analysis, etc. Participation in any one workshop in the series is limited to 50.</p>
Systemic Implementation Planning Workshop	<p>BIE supports systemic PBL implementation efforts by entering into partnerships with districts. These efforts begin by designing a flexible multi-year implementation plan during the full-day onsite PBL Implementation Planning Workshop. This fee-based planning workshop is the first step in the process. All members of the site-based leadership team work collaboratively with our Director of Implementation and a Systemic Partnership Coach to design the plan.</p> <p>During the session, we use our proprietary model to design a plan that has, as its central goal, the sustainable implementation of Project Based Learning. Plans take into account the needs of all stakeholders in the organization and leverage existing initiatives. BIE generates the plan and related budget within 10 days of the meeting's conclusion and submits it for partner approval. The plan is revised on semi-annual basis to</p>

	ensure goals remain achievable.
PBL Sustainability Program – Workshop Facilitation	The PBL Sustainability Program - PBL Workshop Facilitation is a structured apprenticeship that prepares local instructional leaders to facilitate their own world-class PBL workshops based on BIE’s model. This program builds organizational capacity for Gold Standard PBL. Every candidate, chosen by the partner, is assigned one or more National Faculty members to guide him or her through the 6-10 month program. Graduates of the program will receive access to and training on BIE's latest content, tools and techniques for the duration of the partnership. They will remain certified for two years following the end of the partnership. In order to continue receiving updated tools and materials, PBL Sustainability Program graduates will need to re-certify their status by attending PBL World or one of our PBL Academies.
PBL Sustainability Program – PBL Coaching Series	The PBL Sustainability Program - PBL Coaching Series is an eight-week online course that supports educators who provide PBL instructional coaching or leadership. It is required that participants have successfully completed a PBL 101 workshop prior to enrolling. Through a series of video samples, case studies, readings, and journaling, participants gain skills, strategies, and resources needed to support teachers and leaders with Gold Standard PBL implementation. Participation is asynchronous and includes discussion boards, a reflective journal, and a forum to ask questions and share best practices.
Systemic Partnership Coach (SPC)	Systems entering into a partnership with BIE work with a Systemic Partnership Coach (SPC) to support the creation of conditions that enable PBL. BIE believes in developing powerful personal relationships with its partners and working alongside a coach is one way we build the partner relationship. The SPC’s manage BIE’s work as outlined in the plan and provide the district PBL Steering Committee with a wide variety of tools from BIE’s proprietary District Support Toolkit. In addition to providing the toolkit materials, SPC’s provide onsite and virtual support to leaders, schedule BIE staff and National Faculty for services, arrange logistics of BIE’s professional development events, generate reports, meet regularly (by phone) with the district PBL Steering Committee, tailor service components, and more. BIE's Systemic Partnership Coaches are drawn from some of the most experienced practitioners in our organization and put a friendly face on BIE's interactions with our partners.

Additional Days	In addition to the standard service length, you may wish to schedule additional consecutive days to the end of a service.
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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____ 2nd Reading _____

Approval of Agreement #15-225 – Northern Rift Inc. (Freeman/West)

Northern Rift Inc. will deliver three (3) full days of student classroom presentations on career pathways for innovators and entrepreneurs. These presentations will occur in classrooms of students who participated in California State University Channel Islands 4-week *Water Innovation Game*. One day will be spent at Haydock Middle School with approximately 200 7th grade science students. The second day will occur at Frank Middle School with approximately 300 6th-8th grade students. A third day will be spent at Fremont Middle School with the number and grade level of student participants to be determined.

FISCAL IMPACT:

Total cost not to exceed \$3,000.00 (\$1,000.00 per school) – MSAP

RECOMMENDATION:

It is the recommendation of the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-225 with Northern Rift Inc. in the amount not to exceed \$3,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-225, Northern Rift Inc. (1 Page)

**AGREEMENT #15-225 BETWEEN
NORTHERN RIFT INC. AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND FOLLOW-UP
IN MSAP OBJECTIVES PROJECT BASED LEARNING**

The scope of this document is to define the roles and responsibilities of Northern Rift Inc. and the Oxnard School District (OSD). The purpose of this agreement is to provide Academy students at with classroom presentations on college opportunities and careers related to innovation and environmental problem solving.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and **Northern Rift Inc.** will work together toward providing students with classroom presentations on innovation and environmental problem solving. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **NorthernRift agrees to:**
 - a. Provide up to 3 days of Career Pathways classroom presentations for the middle school academy students.
 - b. Provide Oxnard School District with Certificate of Insurance naming the Oxnard School District as “additional insured”.
 - c. Total program costs not to exceed \$3,000.00 or \$1,000.00 per day.
 - d. Northern Rift Inc. and Client agree that an appropriately trained and experienced presenter will deliver each of the full day classroom presentations. Northern Rift Inc. will be solely responsible for payment of his/her compensation.

2. **Oxnard School District- MSAP funded STEAM Academies - agrees to:**
 - a. Pay \$1,000.00 per day for up to three (3) full days of Career Pathways classroom presentations. The price of this workshop includes consultant travel and accommodations.
 - b. Provide the set up and the site for each presentation.
 - c. If District cancels workshop(s), District will be responsible for non-refundable expenses (minimum \$250 per workshop) already incurred. If District reschedules workshop(s), District will be responsible for any additional costs associated with rescheduling.

Oxnard School District will monitor this agreement to oversee implementation of the three classroom presentations. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 20, 2016.

OXNARD SCHOOL DISTRICT:

NORTHERN RIFT INC.:

Signature

Signature

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

Robert DePinto, President NorthernRift
Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-226 – Shavonn Swain-KNS Rockstar (Freeman/Brisbine)

Shavonn Swain-KNS Rockstar will provide three (3) motivational/anti-bullying assemblies to Fremont Middle School. These motivational assemblies provide an anti-bullying message to students and will encourage students to excel in school. The anti-bullying message supports district-wide efforts to provide safe learning environments for all students.

FISCAL IMPACT:

Not to exceed \$3,000.00 plus lunch – Title I

RECOMMENDATION:

It is the recommendation of the Principal, Fremont School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-226 with Shavonn Swain-KNS Rockstar.

ADDITIONAL MATERIALS:

Attached: Agreement #15-226, Shavonn Swain-KNS Rockstar (3 Pages)
Confidentiality/Non-Disclosure Form (1 Page)

**Speaker Agreement between the Motivational
Assembly Program and Oxnard [REDACTED] School District**

Event / Course Title:	The Motivational Assembly Program/ School Tour
Date:	April 28, 2016
Location:	Fremont J.H.S
Format:	Assembly
Sessions:	(3) 1 hour sessions / 1 day Total: 3 hours/ 1 day
Days:	Full-day assembly schedule Arrival - 3 hours prior setup Departure - 1 ½ hour breakdown 30-40 minutes for lunch
Speaker Name(s):	Shavonn Swain & Keyi Turner
Address:	100 Sarita Dr.
City, State, Zip:	Oxnard, Ca. 93030
Telephone:	805-330-1351
Contact Name:	Shavonn Swain
TERMS & CONDITIONS	
Speaking Fee (Honorarium):	Total: \$3,000 \$1,000 per assembly; includes motivational speaking, incentives/ giveaways, speech off contest, and a live music concert. \$3,000 in the form of a check will be paid to the Speaker via check on site upon arrival.
Release / Disclosure Agreement:	School/ District will be required to sign a Release/Disclosure Agreement prior the assembly presentation. (Form located at www.motivatethefuture.weebly.com) This assembly format may NOT be disclosed.
Expenses - Travel:	N/A

Expenses - Per Diem:	Meal/ Lunch will be provided to speaker(s) by the School Site. <ul style="list-style-type: none"> Please contact speaker for hospitality/ lunch details
Expenses - Hotel:	N/A
Audiovisual Equipment:	<ul style="list-style-type: none"> Speaker will provide laptop, sound equipment, microphones, and lighting. If Speaker requires any other AV equipment they will notify the school site in advance. School Site or District will provide LCD projector and screen.
Items for Display:	Speaker may display signage/ banners that include sponsor logos.
Speaker's Personal Belongings:	Speaker will be responsible for his/her personal belongings during the event.
Materials and Printing:	Speaker may provide inspirational handouts; posters, cd's, and etc.
Copyright Clause:	<p>The materials are intended for the sole purpose of giving to the students who attend the assemblies. It may not be copied, sold or given away for any other purpose without expressed written permission of the Speaker.</p> <p>Additionally, the assembly format provided may not be disclosed, copied and/ or distributed in any way.</p>
Mentorship:	Speaker has the right to provide students with website and social media contact information to continue to inspire, motivate, and uplift the up & coming future/ generations in our community.
ADA Clause:	The Speaker agrees to work with the school site in order to meet the needs of any students indicating a requirement for special seating, lighting, and/or materials due to visual, auditory or other impairments in accordance with provisions outlined within the Americans With Disabilities Act.
Assembly Program	Includes: Motivational Speaking, Speech Off Contest (Giving Your Students A Voice) / Creative Therapeutic Session, Giveaways/ Incentives, Music Arts/ Live Performance

Cancellation Clause:	<p>If School Site or District cancels the event:</p> <ul style="list-style-type: none"> • Cancellation between one to three weeks prior to assembly – 50% of speaker fee. • Cancellation in last week prior to assembly – 75% of speaker fee. • If site or district cancels the event and does not use the services of Speaker once the contract has been executed, district may remain fully responsible to Speaker for the cost of any prepaid expenses. <p>If Speaker postpones:</p> <ul style="list-style-type: none"> • A new date will immediately be rescheduled within 24 hours for assembly to be held within a 5-10 days period following the 24 hours.
----------------------	---

ACCEPTANCE		
x	805-385-1501	
<i>Signature</i> Lisa A. Franz, Director, Purchasing	Phone #	Date
x <i>Shavonn Swain</i>	805-330-1351	
<i>Signature</i> Shavonn Swain, Motivational Speaker	Phone #	Date 3/16/2016

Confidentiality/ Non-Disclosure

I hereby declare absolute confidentiality regarding the specifications, formula and/ or Assembly format and activities organized by KNS ROCKSTAR, The Motivational Assembly Program & School Tour.

Neither can I use this format or such formula and information for other purposes. This declaration is indefinite, not depending on whether I am a member of the organization or not.

I understand and agree not to record or video any of the program presentation (or any portion thereof) without the prior consent of KNS ROCKSTAR. In the event that KNS provides its consent to such recording and/ or videoing, I shall not use, copy, edit, distribute, publicly perform or publicly display any such recordings or videos without KNS ROCKSTAR's written consent in each instance. I shall not use KNS ROCKSTAR's name, logo or other trademarks without KNS's written consent.

Print: Lisa A. Franz, Director, Purchasing

Signature: _____

School: Fremont School

Date: _____

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-227 – Tutorific! (Freeman/Thomas)

Tutorific! will provide a kinesthetic Math Program and an enrichment critical thinking program at five schools in the Oxnard School District during the after school program. This will be offered to students currently participating in the ASES funded after school program. The program offered by Tutorific! is aligned with the common core standards aimed at supporting math and critical thinking in K-12 education systems and the development of skills essential for the new millennium. Tentative schools selected are Brekke, Marina West, Ramona, Sierra Linda, and Rose Avenue.

FISCAL IMPACT:

Not to exceed \$50,00.00 – ASES

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-227 with Tutorific!.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-227, Tutorific! (7 Pages)



AGREEMENT #15-227

Oxnard School District and TUTORIFIC! Specialized Afterschool Programs



THIS AGREEMENT (hereinafter “Contract”) is made by and between the Oxnard School District (hereinafter, “District”), located at 1051 South A Street Oxnard, CA 93030 and Tutorific! (hereinafter, “Tutorific”), located at 484 Mobil Avenue, Suite 12, Camarillo, CA 93010.

1. **Purpose:** This Contract is entered into for the purpose of having Tutorific conduct specialized programs for the District as described herein this Contract as part of the District’s ongoing afterschool schedule.
2. **Term:** This Contract shall be effective from Thursday, April 21, 2016 through Thursday, June 30, 2016.
3. **Definitions:** For purposes of this Contract, the following terms will have the meaning set forth below. Use of **bold** text does not change a definition’s meaning.
 - a. **“Great Thinkers Club”** means a program created and owned by Tutorific to improve students’ critical thinking skills tentatively called “Great Thinkers Club”.
 - b. **“Math-Chi”** means a kinesthetic math program created and owned by Tutorific to improve students’ multiplication/division or addition/subtraction tables [varies by grade] tentatively called “Math-Chi”.
 - c. **“Specialized Program”** means Great Thinkers Club, Math-Chi, and any other specialized afterschool program created or designed by Tutorific that is implemented by the District.
 - d. **“Participant”** means any student assigned by the District who participates in any of the Specialized Programs.
 - e. **“School”** means any school in the District at which Tutorific conducts one or more Specialized Programs.
 - f. **“Service Day”** means the time between and including 2:00 PM through 6:00 PM. Each Service Day shall include up to three and a half hours of instruction, from as early as 2:00 PM to as late as 5:30 PM and up to a half hour of wrap-up/prep time as determined necessary by Tutorific and as necessary to transition Participants back into the District’s afterschool program.
 - g. **“Extension Day”** means a day on which the Specialized Programs do not occur due to an official holiday or “Early Release Day” which results in the school being closed or the Participants being released early.

- h. **“Full Term”** means the Core Term plus Extension Days so that a total of 40 days of consecutive service, excluding Extension Days, are provided by Tutorific. For an Extension Day to extend the Core Term, the District shall provide Tutorific with two weeks’ written notice of each such day. The Full Term must occur consecutively. The Full Term will be considered by the District to be complete at the end of the Term of this Agreement without any reduction to compensation to Tutorific by the District even if less than 40 days of service have been provided.
- i. **“Qualified Instructor”** means an individual who, at minimum has (1) completed at least two years of study at an institution of higher education, obtained an associate’s or higher degree, has an Early Childhood Education Certificate or equivalent, or possess at least one year of education-related experience in ELA, math, coaching sports or other extracurricular K-12 physical activities (2) has experience working with students, (3) is selected, trained and qualified by Tutorific to be well able to teach the Specialized Programs, and (4) has presented Tutorific with proof of a clear TB report, and has been cleared via Tutorific by the Department of Justice (DOJ) using LiveScan technology prior to working with Students.
- j. **“Staff Member”** means any Qualified Instructor hired by Tutorific. Tutorific shall only use Qualified Instructors to provide services to Participants at any School.
- k. **“Staff Equivalent”** means one or more Staff Members working for the equivalent duration of time of one instructor working in one location, Monday through Friday between 2:00 PM and 6:00 PM. Tutorific may, at its sole discretion for the best intent of the Specialized Programs, provide any number of Staff Members to equal each Staff Equivalent.
- l. **“Group”** means up to twenty (20) Participants being instructed at any one time by one Staff Member.
- m. **“Design Items”** means use of master printed materials owned and designed by Tutorific provided to the District by Tutorific for reproduction and distribution related to the Specialized Programs, including but not limited to (1) flyers informing Parents about the program, (2) parent approvals and sign-up sheets, (3) questionnaires and participation surveys.
- n. **“Included Materials”** means the items purchased and owned by Tutorific used for the Specialized Programs, and includes all Staff Member training materials, Participant forms, Participant construction materials for the Great Thinkers Club, karate-style belts and score cards and student guides on loan for the Full Term as well as awards and certificates.
- o. **“District Materials”** means the items purchased and owned by the District that are given to Tutorific for use in the Specialized Programs. District Materials include paper (for student use and for communication to Participants’ parents), “butcher paper,” pencils, crayons, rulers, white-board markers & erasers, and any other items the District wishes to provide. The District shall also provide all copying of items that the District wishes distributed to students, parents, and to District personnel, including but not limited to notices, sign-up sheets, manuals and guides, awards and certificates, except as Tutorific, at its sole discretion, take upon itself.

- p. **“Optional Materials”** means items that the District may, at its sole discretion, purchase and provide to Tutorific for use in the Specialized Programs. One of these Optional Materials are the karate-style belts which the District may opt to purchase for each Math-Chi Participant so that each Participant can keep their “well earned” proof of progress.
 - q. **“Class Activity Log”** means a log of tasks and activities performed by each Group on each Core Day. A single Class Activity Log shall be maintained by each Staff Member throughout the Full Term for each Group. Lines on the Class Activity Log show the types of activity and each column represents a Core Day. Each column will be dated, each group will be identified, and the total attendance per Group as well as all activities performed will be recorded.
 - r. **“Artifact”** means a form of proof of activities and tasks performed by the Participants. Due to the highly creative nature of the Specialized Programs and the party’s mutual wish that Participants spend their time learning rather than testing, Artifacts may include, but are not limited to, photos of activities (“before” and “after” or “in progress” works) and copies of Participants’ work that, collectively demonstrate progress by the Participants. Math-Chi artifacts will additionally include “before” and “after” math assessments related to the “math facts” studied by each Group, and a list of awards and ranks given based on math facts learned.
 - s. **“Data”** means proof of progress in the form of assessments, Class Activity Logs, and Artifacts. Both the District and Tutorific shall have access to the Data for program evaluation, improvement, and marketing purposes to demonstrate the effectiveness of the Specialize Programs.
 - t. **“Year End Report”** means a written summary of the Data collected during the Full Term. Tutorific shall provide a Year End Report to the District within 30 days of the end of the Full Term, prior to release by the District of the final payment.
4. **Mutual Goal:** To provide engaging, thought provoking, educational programs for the improvement of the mental and physical education of the Participants, to creatively improve critical thinking and math skills while providing Participants with an enjoyable and beneficial experience.

5. SCOPE OF WORK:

- a. Tutorific shall design the Specialized Programs from a combination of new and existing curricula, methods, and materials, and allow use of the Specialized Programs by the District during the Term of this Contract.
- b. Tutorific shall provide the art direction and creation of the Design Items approved by the District and shall make changes to the Design Items per the District's request in a timely manner.
- c. Tutorific shall provide five Staff Equivalents for each Core Day throughout the Full Term in order to instruct and supervise Participants in the Specialized Programs. Each Staff Member shall work at one School per Core Day.
- d. The District shall, at its own discretion select the initial five (5) Schools to participate in the Specialized Programs and shall provide at no cost to Tutorific the space within each School for Tutorific to conduct the Specialized Programs and for the Tutorific training of Staff Members.
- e. With at least two weeks' written notice, the District may request Tutorific to add one or more additional Schools. Tutorific shall make good effort to provide as many additional Staff Equivalents as requested by the District for the additional Schools, with the increase in payment to Tutorific as described in this Contract. The District may also elect to replace any Staff Member with its own employee but doing so will in no way reduce the compensation to Tutorific.
- f. The District will provide Tutorific with the number and grade levels of Participants for each Group at least two weeks prior to the start of the Core Term so that Tutorific can adapt its curriculum accordingly. Tutorific may decline a Participant only if Tutorific has reasonable concern that said Participant may cause harm to any other Participant(s) or grievously impact a Group's ability to learn.
- g. At the District's discretion and with two weeks' written notice to Tutorific, Staff Members will either lead three Groups of approximately one-hour each or four Groups of approximately forty-five minutes each for each Core Day.
- h. The District shall, at its own discretion select and assign Participants to Groups. The District shall choose either the three or four Groups per Core Day option no less than three weeks prior to the start of the Core Term. The District may ask Tutorific to switch to the other option at any time as long as the District provides Tutorific at least two weeks' written notice of the change.
- i. Tutorific shall provide all lesson plans to Staff Members necessary to provide Participants with engaging and educational Group sessions and train Staff Members in proper use of the lesson plans.
- j. Tutorific shall oversee the Staff Members and Specialized Programs, including but not limited to training, monitoring, scheduling, and providing substitutes and payroll.

- k. Tutorific shall monitor the work of Staff Members to ensure compliance with the lesson plans as well as to obtain feedback from the Staff Members in order to adjust and improve the Specialized Programs, if deemed necessary by Tutorific and/or the District, in a timely manner for the effectiveness and enjoyment of the Participants.
 - l. Unless otherwise revised in writing with at least two weeks' notice by the District and Tutorific, the weekly schedule for the Specialized Programs at each participating School shall be Math-Chi on Mondays, Wednesdays, and Fridays, and Great Thinkers Club on Tuesdays and Thursdays. Tutorific may, at its discretion, swap another activity for each Group on Fridays as long as said activity is directly linked to math and/or critical thinking skills.
 - m. Tutorific shall provide the Included Materials and the District shall provide the District Materials throughout the Full Term that are necessary to sufficiently engage Participants in the Math-Chi and the Great Thinkers Club programs.
6. **Proof of Progress:** Because these programs are highly creative and involve a wide variety of activities beyond “paper and pencil” work, and because both Tutorific and the District want Participants to spend as much time as possible doing activities rather than testing but also want to be able to verify Participant progress, within thirty (30) days of the completion of the Full Term, Tutorific shall provide the District with a Year End Report which will include representative Class Activity Logs and Artifacts (along with any descriptions necessary for clarification) which verify the types of activities performed and give an reasonable indication of progress made.
7. **Supervision:** The Specialized Programs occur during the normal hours of the District’s ongoing afterschool program. Supervision of Participants is the sole responsibility of the District until Participants sign-in with a Staff Member of the Specialized Programs. Participants’ sole responsibility returns to the District upon completion of each Group when the Participants are signed-out by an employee of the School’s ongoing afterschool program. Parents or guardians who wish to sign-out their Participants must do so with an employee of the School’s ongoing afterschool program who knows them, not by a Staff Member. This clarifies and streamlines the supervision of the Participations throughout their afterschool time at the School. Only in case of an emergency is a Staff Member to be asked by the District or employee of the afterschool program to remain on campus beyond their final Group of the day. In the unlikely event that the District or one of its representatives at the School request a Staff Member to remain at the school later than 6:00 PM, and that the Staff Member is able to do so and does do so, the District shall pay Tutorific \$50 per hour per Staff Member, billable in increments of fifteen minutes.
8. **Ownership:** Tutorific retains all rights to the terminology, methods, materials, and curriculum it creates for the Specialized Programs, and allows the District use of these for the Term of this Contract as they relate to the Specialized Programs. **Any curriculum already in use by the District and any materials which are in circulation that were previously created and published by other parties may be used by the District outside of this Contract.** Notwithstanding anything else stated in this paragraph, Tutorific retains the rights to the concept of Math-Chi which includes but is not limited to the concept of teaching math kinesthetically in a manner similar to martial arts movements and poses to convey mathematical operations and numbers. Whether or not the tentative names (“Math-Chi” and

“Great Thinkers Club” change, ownership as described in this Contract, and the intent, remains the same.

9. **Independent Contractor & Employer of Record:** Tutorific shall operate as an independent Contractor to the District and shall be the employer of record for the Staff Members. Tutorific shall directly hire and pay Staff Members, and shall set Staff Member wages.
10. **Non-Compete Employees:** Tutorific hereby agrees not to solicit employment nor provide employment to employees of the afterschool program who participate in the Specialized Programs for a period of one year following the end of the Term unless mutually agreed upon in writing by the District and Tutorific. Accordingly, the District agrees not to solicit employment nor provide employment to Staff Members and any other Tutorific employees for a period of one year following the end of the Term unless mutually agreed upon in writing by the District and Tutorific.
11. **Compensation:** In exchange for the aforementioned, the District shall pay to Tutorific shall the following:
 - a. The sum of \$1,000 per school per week for the Scope of Work for five Schools.
 - i. 1st Payment of \$10,000 to be paid on or before 4/30/16.
 - ii. 2nd Payment of \$20,000 to be paid on or before 5/30/16.
 - iii. Final Payment of \$15,000 to be paid within 30 days of the receipt of the Year End Report.
 - b. There are two options for adding Schools to this Contract, and either is payable within the payment schedule shown above during which the additional services are provided:
 - i. The sum of \$1,000 per week for each additional School added to this Contract by the District for which Tutorific supplies the additional Staff Equivalent(s), training and materials as per the initial Staff Members.
 - ii. The sum of \$240 per week for each additional School added to this Contract by the District for which the District supplies the additional Staff Equivalent(s) and Tutorific supplies their training and materials as per the initial Staff Members.
12. **Insurance:** In addition to insurance coverage by the District, Tutorific shall maintain the same level of its own coverage as when Tutorific was providing the District with SES services.
13. **Default:** If either party to this Agreement fails to meet the conditions herein, said party shall have 14 days from the post-marked written notice by the other party to rectify the failure without altering this Agreement.

14. **Termination:** This agreement may be terminated by (1) mutual written agreement or (2) upon receipt of written notification of failure to repair the Default within the allotted time.

15. **Addresses of Record:** All written requirements shall be delivered to either the street or email addresses shown here:

Manager Special Programs
Oxnard School District
1051 South A Street
Oxnard, CA 93030
gshea@oxnardsd.org

Matt Oppenheimer
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010
offers@tutorific.org

SIGNATURES OF AGREEMENT:

The signatures below represent the parties' mutual acceptance and agreement of the conditions described in this Memorandum of Understanding.

OXNARD SCHOOL DISTRICT:

TUTORIFIC!:

Signature

Signature

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

Matt Oppenheimer, Executive Director/Owner
Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 Agreement #15-228 – Children’s Therapy Network Inc. (Freeman/Gern)

Children’s Therapy Network Inc. will provide supplemental staffing to the Oxnard School District on an “as needed” basis. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist
- Physical Therapist
- Occupational Therapist
- Licensed Assistant
- Evaluations/Assessments

FISCAL IMPACT:

Billed cost will be “as needed” based on attached Fee Schedule – Special Education Funding

RECOMMENDATION:

It is the recommendation of Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-228 with Children’s Therapy Network Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #15-228, Children’s Therapy Network (7 Pages)



**CHILDREN'S THERAPY NETWORK, INC.
1234 EAST MAIN STREET
VENTURA, CA 93001
805-667-8200 PHONE ~ 805-667-8201 FAX**

AGREEMENT FOR CONSULTATION SERVICES

This agreement, made and entered into this first day of April 20, 2016 by Children's Therapy Network, Inc., hereinafter called "Consultant" and Oxnard School District, hereinafter called "OSD".

RECITALS

Whereas, Consultant is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and OSD require these services and advice, and whereas OSD has a need for such specialized services; now therefore OSD and Consultant mutually agree as following:

A. Services to be provided by Consultant

- a. Consultant will render the services described below:
Consultant shall perform evaluations, advisory and consulting services in **Speech Language Therapy, Physical Therapy, Occupational Therapy, and licensed assistants** will provided services for clients with such needs according to the students Individualized Plan. This includes the attendance of any and all schedule meeting in regard to the client and any report thereof.
- b. Consultant will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of OSD, and the means or manner by which such result is to be accomplished,
- c. If Consultant is a regular employee of a public entity, all services which Consultant renders under this agreement will be performed at times other than Consultant's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement

- a. The agreement shall be for a period beginning April 21, 2016 through July 31, 2016.
- b. Upon a showing of good and sufficient cause by Consultant, OSD may, at its discretion, grant such extensions of time as it may deem advisable; provided, however, OSD shall not be obligated to pay consultant any additional consideration if such an extension of time has been granted unless Consultant undertakes additional services, in which instance the consideration shall be implemented as OSD and Consultant shall agree.

C. Services to be provided by OSD

- a. OSD will prepare and furnish to Consultant upon request such information as is reasonable necessary to the performance of Consultant's work under this agreement.

D. Consultant's Fee and Payment Thereof

- a. OSD will pay Consultant for services rendered under this agreement the amount or amounts set forth below on the payment terms set forth below:
 1. In consideration of the services to be rendered by the Consultant, OSD agrees to pay to the Consultant a fee at the rate of \$95.00 per discipline service. For an evaluation a fee rate of \$360.00 per discipline service. Consultant's fees shall be paid monthly by OSD upon receipt of invoice detailing the fees incurred for the previous month.
 2. All services rendered by Consultant must be in accordance with the student's Special Education referral or IEP.
 3. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that dictated within student IEP's or referrals and that were not provided due to administrator error or unavailability. Compensatory services will not to be issued when a student fails to take advantage of a service as offered.

5. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If , at any time during the performance of this agreement, OSD determined, at OSD's sole discretion, that Consultants services are or have become unsatisfactory, or if at any time during the performance of this agreement OSD determined at its sole discretion, to suspend indefinitely or abandon the work under this agreement, OSD shall have the right to cancel this agreement and terminate the performance of Consultant's service hereunder. In the event of such cancellation, OSD shall give written notice to Consultant of its intention to cancel thirty (30) days in advanced of the effective date of the cancellation. If Consultant is unable to perform services set forth on this agreement, a call must be made within five (5) working days to notify and a written notice by Consultant of their intent to cancel this agreement will be sent thirty (30) days in advance of the effective date of the cancellation.
- b. If the cancellation is the result of OSD's decision to suspend indefinitely or abandon the work under this agreement, OSD shall be obligated to pay Consultant only for those services performed by Consultant through the effective date cancellation to termination.

6. Hold Harmless

- a. Consultant hereby agrees to save and hold harmless OSD and its department, agencies, officers or employees from all sums which OSD or any of its department, agencies, officers, may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by Consultant and ceased error, omission, or act of Consultant or any person employed by him or her or of any others for whose acts Consultants are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

7. Miscellaneous

- a. Insurance – Consultant shall maintain professional liability insurance in the amount of at least \$1,000,000.00 covering Consultant and the practice. Consultant shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this contract. In the event any coverage required this contract is cancelled for any reason OSD shall be given thirty (30) days notice of such cancellation from either the insurer, Consultant, or both.
- b. Indemnification – OSD will relieve and indemnify Consultant, their agents and employees from liability to third parties for any loss, cost, claim, damage, or expense arising as a result or consequences of the alleged negligence of OSD, its officers, agents, and employees.

8. Special Provisions

- a. Consultant shall comply with all federal, state and local laws and ordinances applicable to such work.
- b. This agreement may be amended by the mutual written consent of the parties.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network
1234 E Main Street
Ventura Ca. 93001

Agency:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

Contractor Signature and Title

Lisa A. Franz, Director, Purchasing

Date:

Date:

ADDENDUM TO OXNARD SCHOOL DRISTICT

This Addendum (this "**Addendum**") is entered into by Children's Therapy Network, Inc., a California corporation ("**CTN**"), and **Oxnard School District** ("**Recipient**"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated April 20, 2016 ("**Contract**"), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledged, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapists, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly and time-consuming endeavor and the parties wish to protect CTN from the unfair exploitation of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall have been employed or contracted with CTN and performed services for Recipient, then Recipient shall pay CTN the sum of Six Thousand Dollars (\$6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.

2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.

3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the Contract.

Children's Therapy Network, Inc., a
California corporation

By: 
Cassandra Woods-Peirce, DPT, PT, CEO

Oxnard School District

By: _____
Print Name: Lisa A. Franz
Title: Director, Purchasing



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: January 26, 2016
 Site Administrator: Cassandra Woods
 Nonpublic Agency: Children's Therapy Network, Inc.
 NPA ID: 1A-56-020
 Site Address: 1234 East Main Street
 City: Ventura CA 93001
Maximum Capacity: 75

2016 CERTIFICATION STATUS:

Amended

APPROVED

EFFECTIVE DATES:

January 01, 2016 *through* December 31, 2016

Authorized Sites to Serve:

LEAs NPA Sites NPS Site Virtual Services

Authorized to Provide the Following Related Services:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adaptive PE | <input type="checkbox"/> Low Incidence | <input type="checkbox"/> Recreational Services |
| <input type="checkbox"/> Audiological Services | <input checked="" type="checkbox"/> Language Speech Development and Remediation | |
| <input type="checkbox"/> Assistive Technology Services | <input type="checkbox"/> Music Therapy | <input type="checkbox"/> Specialized Driver Training Instruction |
| <input type="checkbox"/> Behavior Intervention Design Planning | <input type="checkbox"/> Nonmedical Care Room and Board | <input type="checkbox"/> Social Worker |
| <input type="checkbox"/> Behavior Intervention Implementation | <input type="checkbox"/> Orientation and Mobility Instruction | <input type="checkbox"/> Transcriber Services |
| <input type="checkbox"/> Counseling and Guidance | <input checked="" type="checkbox"/> Occupational Therapy | <input type="checkbox"/> Vision Services |
| <input type="checkbox"/> Early Education | <input type="checkbox"/> Parent Counseling and Training | <input type="checkbox"/> Vocational Education/Career Development |
| <input type="checkbox"/> Educational Interpreter | <input type="checkbox"/> Psychological Services | Other Services Authorized: |
| <input type="checkbox"/> Health and Nursing Services | <input checked="" type="checkbox"/> Physical Therapy | |

**NAME OF NONPUBLIC, NONSECTARIAN AGENCY: Children's Therapy Network
(Cassandra Woods)
DATE: 10/1/2015**

SERVICE FEES

(include only the services your agency currently has qualified staff.)

DESIGNATED INSTRUCTION AND SERVICES AND RELATED SERVICES	Per Hour	Per Day	Per Month
Language and Speech Development and Remediation (LSDR)	\$95.00		
Occupational Therapy Services (OT)	\$95.00		
Physical, Occupational, or Speech Evaluation with written report		\$360.00 TOTAL	
Physical Therapy Services (PT)	\$95.00		
Vision Services (VS) Performed by OT	\$95.00		
Other (OTH) Sensory Integration and Praxis Test			\$650.00 (per test)
Physical/Occupation/Speech Therapy and Feeding Evaluation			\$ 365.00 (per eval)
Infant Massage Instruction for Parenting Skills and Therapeutic intervention. Up to 5 classes (OTH)	\$50.00 per class		250.00 (for 5 session Class)
Hanen® "It Takes Two To Talk" and "More than Words" parent training Class for Language Development. (14 Week Class, 3 Individual Sessions with SLP, 8 group sessions, workbook, and videotaping sessions) (OTH), (LSDR)			\$2500.00 (complete class)
Group (2 – 4) students PT, OT, SLP services (PT, OT, LSRD)	\$67.50 Per Child, per hour		



Policy Number: 6054386020

Date Entered: 10/16/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4 / 7 / 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).

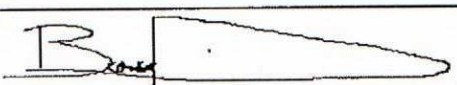
PRODUCER Barakat & Associates 5775 E. Los Angeles Ave. Suite 101 Simi Valley, CA 93063	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(805) 581-6990	FAX (A/C, No): (805) 581-7099
	E-MAIL ADDRESS:	barakatsam@aol.com	
INSURED CHILDREN'S THERAPY NETWORK CASSANDRA WOODS 1234 E. MAIN STREET VENTURA, CA 93001	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	FARMERS INSURANCE EXCHANGE	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 OTHER:		605438620	2/13/2016	2/13/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	BUS PROPERTY		605438620	02/13/2016	02/13/2017	DED \$1000 \$22,500

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

CERTIFICATE HOLDER CONFIRMATION OF COVERAGE	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 BARAKAT 

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CHILDREN'S THERAPY NETWORK, INC.

NEW EMPLOYEE ORIENTATION CHECKLIST

Employee Name: _____ Date of Hire _____

Topics to discuss:

- _____ Work schedule and payday schedule
- _____ Telephone, computer logon, network, etc.
- _____ Procedure for submitting time and travel
- _____ Dress Code
- _____ Workplace safety in the home/Explain employee report of incident
- _____ Employee Handbook
- _____ New Policies (effective 2009)

Forms to read, sign and/or return:

- _____ Confidentiality agreement (one for employee/one for file)
- _____ Signed Release to Video and Photograph
- _____ Signed Receipt for Mandatory Reporting
- _____ Sexual harassment brochure- give to employee
- _____ Declaration of Possession
- _____ EDD brochure to employee
- _____ Employee Handbook acknowledgement form

Administration checklist:

- _____ Resume
- _____ Application form
- _____ New employee profile (Emergency Contact information)
- _____ W-4 - Employee withholding
- _____ Direct Deposit Form
- _____ I-9 - Employment eligibility verification - (separate file)
- _____ DOJ Fingerprints check
- _____ Reference checks
- _____ Background Investigation
- _____ Copy of driver's license
- _____ Copy of automobile insurance
- _____ Copy of professional license
- _____ TB test compliance
- _____ Copy of CPR certificate
- _____ Employee Contract (Offer Letter - signed and copy to employee)
- _____ Job Description (signed and copy to employee)
- _____ Personnel file completed

Orientation information completed:

Employee Signature

Date

Supervisor Signature

Date

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 4/20/16

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 #15-229 – Lawrence Hall of Science (Freeman/West)

Two (2) professional learning specialists from the Lawrence Hall of Science, University of California, Berkeley will deliver a full-day teacher workshop on the Ocean Science Sequence program for up to 23 Oxnard School District Middle School teachers.

FISCAL IMPACT:

Not to exceed \$7,000.00 (includes accommodations & incidentals up to \$2,000.00) – MSAP Funds

RECOMMENDATION:

It is recommended by the Project Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-229 with the Lawrence Hall of Science.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-229, Lawrence Hall of Science (3 Pages)



**THE LAWRENCE
HALL OF SCIENCE**

**This order will be cancelled if this signed contracts, with
total payment or PO is not received by [REDACTED]**

CONTRACT FOR **IN-SERVICE**
CONTRACT NO. **MR16-1010**

Institution ("Client"): **Oxnard [REDACTED] School District**
Contact Person: **Debra West, Project Director, Magnet Schools Assistance Program**
Address: **1051 South A Street**
City/State/Zip: **Oxnard, CA 93030-7442**
Telephone: **805-385-1501 x 1501**
Email: **dwest@oxnardsd.org**

Title of Service: **Ocean Science Sequence for Grades 6-8 Workshop**
LHS Performance Dates: **April 27, 2016**
Description of Services: (See attached Exhibit A)
Total Cost: **NTE \$7,000.00 (\$5,000 plus travel expenses per Exhibit A)**

Client payment (by Purchase Order, check, money order, or credit card) and one signed copy of this contract are due to LHS by the due date shown in the box at the top of this Contract.

Please make checks payable to "UC Regents - Lawrence Hall of Science", Federal Tax I.D. # 94-6002123.

Return a signed contract and payment to:

Business Contracts
Lawrence Hall of Science, University of California, Berkeley, CA 94720-5200
Attn: MARE/Business Office Rm 208

For questions regarding this contract please contact Laura Scudder at (510) 642-2829 or contracts@berkeley.edu, fax: (510) 642-1055

For questions regarding MARE programs and services, please contact: Sarah Pedemonte
Phone: 510-642-5008 Email: spedemonte@berkeley.edu

**This contract must be signed in order to be processed. Please sign and return.
A fax (510-642-1055) or emailed scan (contracts@berkeley.edu) is acceptable.**

This Agreement, effective as of the last date of signing below, sets forth the terms and conditions for The Regents of the University on behalf of its LAWRENCE HALL OF SCIENCE ("LHS" or "University") to provide Client certain services during the LHS Performance Dates as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will constitute one and the same Agreement. A faxed or scanned signature will be treated as an original.

1. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent contractors and is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association.
2. **DISCLAIMER OF WARRANTY.** UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. University will not be liable for any costs, damages, fees or other liability, nor for any direct, indirect, special, incidental or consequential damages (including lost profits) with respect to any claims by Client or any third party on account of or arising from the performance of this Agreement. Client acknowledges and accepts that University services are provided on an as-is basis.
3. **INDEMNIFICATION.** Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
4. **INSURANCE.** Each party will maintain a program of general liability insurance or self-insurance, including automobile coverage, in such amount as may be reasonably necessary to assure compliance with the indemnification provision above. If requested, each party agrees to provide the other with a certificate of insurance or self-insurance, documenting such insurance coverage, upon signing of this contract.
5. **INTELLECTUAL PROPERTY.** The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.
6. **USE OF UNIVERSITY NAME.** (a) Client may not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of Client or Client's program, products or services. All uses of the University's name, trademarks and logos, therefore, must first receive prior written consent of the University through its office of Business Contracts and Brand Protection. This provision is in compliance with the State of California Education Code Section 92000. (b) Client may use factual information such as the name and location of the Lawrence Hall of Science and factual information about University participants to describe their roles in providing the services under this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and supercedes all prior written or oral agreements with respect to the subject matter herein, and any additional purchase orders or requirements documents. Any modification to this Agreement must be made in writing and signed by the authorized representatives of the parties.
8. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California.
9. **CANCELLATION.** A cancellation fee will apply to cancellations that are made by Client before the scheduled service. The cancellation fee is: 10% of total program cost for cancellations made less than 8 weeks before the service date, 20% of total program costs for cancellations made less than 4 weeks before the service date, or 50% of total program costs for cancellations made less than 2 weeks before the service date. Client will be responsible for any non-cancelable obligations incurred by the Lawrence Hall of Science before cancellation.
10. **REPRESENTATIONS AND WARRANTIES.** The individual signing this agreement on behalf of Client represents and warrants that s/he is duly authorized to execute and deliver this Agreement and, if applicable, that Client is duly authorized to represent third parties receiving LHS services hereunder.

CLIENT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Signature

Date

Signature

Date

Lisa A. Franz, Director

Susan Gregory

Name/Title Purchasing

Deputy Director, Lawrence Hall of Science

Scope of Work/Description of Services/Budget

Description of Services:

Two LHS professional learning specialists will provide one full-day workshop.

Fee:

Full-day workshop with two staff		\$3,000.00
Travel days for two staff		<u>\$2,000.00</u>
	Subtotal	\$5,000.00
Travel expenses (Air, hotel, incidentals, other) (expense will be invoiced as incurred)	Not to exceed	<u>\$2,000.00</u>
	Total purchase order	\$7,000.00

Payment Details:

We will be providing payment by: (check one)

- Check
- Credit card
- Purchase Order No. _____

**Payment will be due upon receipt of invoice, payable to UC Regents,
Federal Tax I.D. # 94-6002123**

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 4/20/16

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 #15-206 - UC Santa Barbara-MESA Program–Haydock, Frank & Fremont Middle Schools (Freeman/Bond/Joyce/Brisbine)

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

FISCAL IMPACT:

Haydock: Title 1 – Not to exceed \$700.00
Frank: Title 1 – Not to Exceed \$700.00
Fremont : Title 1 - Not to Exceed \$700.00

RECOMMENDATION:

It is recommended by the Principals of Haydock, Frank and Fremont Middle Schools, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-206 with UC Santa Barbara–MESA Program.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-206, UC Santa Barbara-MESA Program (8 Pages)



UNIVERSITY OF CALIFORNIA, SANTA BARBARA



**UCSB MESA – Oxnard School District
MIDDLE SCHOOL SITE AGREEMENT #15-206
Academic Year 2015-2016**

OXNARD SCHOOL DISTRICT INFORMATION

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

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

SCHOOL INFORMATION - R.J. FRANK MIDDLE

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

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

SCHOOL INFORMATION - FREMONT MIDDLE

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

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

SCHOOL INFORMATION - HAYDOCK MIDDLE

School Name (full): Richard B. Haydock Middle
Mailing Address: 462 West Hill Street, Oxnard,
CA 93033
Phone: (805) 385-1545
Fax: (805) 487-7159

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

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **BUSINESS AUTOMOBILE LIABILITY**

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

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

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

E. **ADDITIONAL REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

APPROVAL SIGNATURES

 Robin I. Freeman, Assistant Superintendent, Oxnard School District

 Date

 OSD Board Approval Date

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

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

TEL: 805.893.8347
FAX: 805.893.3871

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

Phyllis Brady, UCSB MESA Program Director

Date

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

Date

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

Date



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 01/12/16 is made by and between the Oxnard School District and the Fillmore Unified School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student, **AL080507**, a Special Education pupil ("Student") who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 99 days = **\$15,460.50 (*One-time \$1,700.00 per student cost for Personal Equipment Setup is waived).**

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 40 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AL080507

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00
 \$20,767.00 - \$1,700.00 = \$19,067.00/180 days = \$105.93 x 99 days = \$10,487.00

Extended School Yr. (ESY): (No ESY services)

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2015-2016 UPCOMING: 2016-2017

Total: **\$10,487.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the

previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2015-2016** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any

of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

FILLMORE UNIFIED SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$10,487.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary.

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-211 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Gern)

The Ventura County Office of Education is providing exceptional services for special education student GG111603 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

Student: **GG111603**

FISCAL IMPACT:

\$33,984.30 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-211 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$33,984.30.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-211, Ventura County Office of Education (1 Page)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 5, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, GG111603, a Special Education pupil who is a resident of DISTRICT and currently attends, Triton School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 1944 minutes per week.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/5/2015 (IEP date= 5/28/15), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (<u>10/5/15-5/28/16</u>)	UPCOMING: <u>2016-2017</u> ()
(including ESY, if applicable)	\$ <u>33,984.30</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: 33,984.30
Business Services Authorized Representative

Date: _____

Date: 2/25/16

Estimated Cost \$ _____

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-212 – Pleasant Valley School District for Oxnard School District to provide DHH Services (Freeman/Gern)

Oxnard School District will provide services for Pleasant Valley School District student #AYL082012 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: AYL082012

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base rate for 180 days: \$29,810.00 - \$9,043.00 (*ADA) = \$20,767.00
\$20,767.00 ÷ 180 days x 115 days = \$13,268.00

Extended School Year. (ESY): \$106.00 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$15,388.00**

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-212 with Pleasant Valley School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-212, Pleasant Valley School District (3 Pages)

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Pleasant Valley School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2015-2016** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, Section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

PLEASANT VALLEY SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$15,388.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Pleasant Valley School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Pleasant Valley School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Pleasant Valley School District** pupils being served in the Oxnard program; (L) providing to **Pleasant Valley School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Pleasant Valley School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/20/16

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 #15-215 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Gern)

The Ventura County Office of Education is providing exceptional services for special education student AA120506 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

Student: AA120506

FISCAL IMPACT:

\$27,050.76 - Special Education Funds

(\$13,361.52 for the period 12/9/15 – 3/20/16 & \$13,689.24 for the period 3/21/16 – 6/30/16)

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-215 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$27,050.76.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-215, Ventura County Office of Education (1 Page)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 9, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AA120506, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services [REDACTED] ^{throughout} the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/9/2015 (IEP date=3/23/15), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2015-2016 (12/9/15-3/20/16)		UPCOMING: 2016-2017 ()
	\$ <u>13,361.52</u>	+	\$ <u> </u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 2/23/16

Estimated Cost \$ 13,361.52



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective March 21, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AA120506, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/21/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2015-2016</u> <u>(3/21/16-6/30/16)</u>	UPCOMING:
	\$ <u>13,689.24</u>	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 3/16/16

Estimated Cost \$ \$13,689.24 for fiscal year 15-16

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

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **April 20, 2016**

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

Approval of the 2015-16 Quarterly Report on Williams Uniform Complaints, Third Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed during the quarter indicated above.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, *third* quarter, as presented.

ADDITIONAL MATERIAL(S):

Quarterly Report on Williams Uniform Complaints, Third Quarter (1 page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2015-2016

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **April 2016 (1/1/16 to 3/31/16)**

Date for information to be reported publicly at governing board meeting: **April 20, 2016**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/Lisa Cline

Date of Meeting: 4/20/16

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 _____

Setting of Date for Public Hearing for the Mitigated Negative Declaration as Prepared for the Marshall Elementary School New Classroom Building Project (Morales/Cline/CFW)

The purpose of this Agenda Item to is set a public hearing to receive the public comments on the District's Mitigated Negative Declaration ("MND") for the Marshall Elementary School 12 Classroom Building at Marshall Elementary School.

The District retained Tetra Tech to prepare the MND, required by the California Environmental Quality Act ("CEQA") prior to proceeding with the construction of the 12 classroom building project. Tetra Tech prepared a draft MND that must be made available for public comment for a review period of thirty days prior to the report being finalized and adopted by the Board of Trustees. The draft MND is now available for public review and comment during a public review period of April 18, 2016 through May 18, 2016.

There will be a public hearing for the project and the Draft MND in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, CA 93030 at 7:00 p.m. on May 18, 2016. The purpose of the public hearing is to consider public comment on the MND prepared for the proposed project.

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees set the date of May 18, 2016, for a public hearing during their regular meeting to receive public comment on the Mitigated Negative Declaration prepared for the Marshall Elementary School New Classroom Building Project.

ADDITIONAL MATERIAL(S): Notice of Public Hearing (1 page)

**NOTICE OF AVAILABILITY AND PUBLIC HEARING FOR THE DRAFT MITIGATED NEGATIVE DECLARATION AS
PREPARED FOR THE MARSHALL ELEMENTARY SCHOOL CLASSROOM PROJECT**

Per requirements of the California Environmental Quality Act (CEQA), the Oxnard School District is the Lead Agency responsible for preparation of a Mitigated Negative Declaration ("MND") for the proposed Marshall Elementary School New Classroom Building Project at 2900 Thurgood Marshall Drive, Oxnard, Ca.

The Oxnard School District hereby gives public notice that the MND is available for public review and comment, and the District will hold a public hearing on the MND on **Wednesday May 18, 2016** at 7:00pm, or as soon thereafter as practicable, at the Oxnard School District Board Room, 1051 South "A" Street, Oxnard, CA 93030.

Public review: The public review and comment period begins on **April 18, 2016** and ends on **May 18, 2016**. During this period the District will receive written comments on the MND. Written comments must be received no later than **May 18, 2016**, at the following address:

Attention: Lisa Cline, Deputy Superintendent Business and Fiscal Services

Oxnard School District
1051 South "A" Street
Oxnard, CA 93033

The following documents are available to the Public on request during the public review period: (1) Draft MND for the proposed Marshall Elementary School New Classroom Building Project.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/20/16

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

REQUEST FOR APPROVAL OF OUT OF STATE CONFERENCE ATTENDANCE (Cline)

The Board's approval is requested for Pavan Bhatia, Director of Facilities, to attend the Harvard Graduate School of Education's "*Learning Environments for Tomorrow: Next Practices for Educators and Architects*" Conference, in Cambridge, MA, May 17-19, 2016.

The conference will provide valuable information regarding innovative elementary learning environments that enable personalized learning for students, support social and emotional development for both adults and children, better engage families and communities with schools, and include new media and information technology. Participants will work with Harvard faculty and leading practitioners to envision how school buildings can most effectively support learning in the coming decade and beyond.

FISCAL IMPACT

Approximately \$4,500.00 for registration, travel and lodging, to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve out of state conference attendance as outlined above.

ADDITIONAL MATERIAL

Attached: Conference Flyer (1 page)



EXCELLENCE

LEARNING ENVIRONMENTS FOR TOMORROW: NEXT PRACTICES FOR EDUCATORS AND ARCHITECTS

May 17-19, 2016 • \$2,400 A jointly-designed program by HGSE and HGSD

WHAT YOU WILL LEARN

Architects and educators will work together to understand key principles of teaching and designing innovative K-12 learning environments. Explore the challenges of designing spaces that enable personalized learning for students, support social and emotional development for both adults and children, better engage families and communities with schools, and include new media and information technology.

PROGRAM OVERVIEW

Learning Environments for Tomorrow will explore four key themes emerging as defining elements of 21st century education: collaboration; technology; engagement; and sustainability. Through a research-based understanding of current and emerging best practices, participants will work with Harvard faculty and leading practitioners to envision how school buildings can most effectively support learning in the coming decade and beyond.

Working in teams you will apply your combined understanding to a school-redesign case study and develop proactive prototypes. You will answer such questions as: What are the core 21st century learning goals and programmatic features of this school? What are the guiding design principles that will drive decision-making? What might be the core design patterns and diagrams that would best represent how the goals will be realized?

To support the exploration of these themes, the program will engage participants through a variety of formats, including interactive plenary sessions, small-group discussions and project design teams.

WHO SHOULD ATTEND

- Teams of educators and architects engaged together in a process of school design, redesign or renovation, or school facility and space planning. Teams should include a cross section of key stakeholders from both the education and architecture sectors
- Applicants from the education sector could include school building committee members, superintendents, principals and assistant principals, teachers, directors of curriculum and instruction, parents, special educators, and local and state education leaders and policymakers
- Applicants from the architectural professions could include principal architects, project managers, engineers, chief builders, school designers, space planners, lead construction managers or interior designers

PROGRAM OBJECTIVES

The goal of Learning Environments for Tomorrow is to provoke and collectively explore interdisciplinary insights on two overarching questions:

- What are the principles of effective pedagogy and design for the coming decade?
- How can new visions of learning environments be shaped by the latest research and practices in learning theory, emerging technologies, environmental sustainability, child/adult collaboration and community engagement?

In answering these questions, the program aims to achieve the following learning objectives:

- Understand the principles of effective pedagogy and design for the coming decade
- Learn the latest thinking in areas of learning theory, child/adult collaboration, student and community engagement, social media technologies and environmental sustainability
- Speculate on the modes of creativity and productivity which education will need to address in the coming decade
- Consider the implications that the areas noted above have on designing effective learning environments
- Critique learning environments and educational facilities that are seen as models of effective design
- Develop planning and design strategies for facilities that serve a broad set of stakeholders—from students, teachers and administrators to the communities in which they are based

FACULTY CHAIR

Daniel Wilson, Lecturer on Education; Principal Investigator, Project Zero, HGSE

To apply or for more information,
visit www.gse.harvard.edu/ppe/left

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/Lisa Cline

Date of Meeting: 04/20/2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ **X** _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Authorize Superintendent to Make Certain Non-Substantive Changes to the Construction Services Agreement and Sublease Agreement between Swinerton Builders, Inc. and the Oxnard School District for the Construction of the Lemonwood K-8 School (Morales/Cline/CFW)

At its last regularly scheduled meeting, the Board of Trustees approved entering into agreements with Swinerton Builders, Inc., for the construction of the Lemonwood K-8 School to be delivered utilizing the Lease Lease-Back methodology. The construction documents were prepared contemplating a 32-month construction schedule consisting of three major phases: Phase 1 Classroom Building; Phase 2: MPR and Administration Building; Phase 3: Kindergarten Building.

In an effort to reduce the construction schedule, CFW worked with Swinerton Builders and SVA Architects to reduce the schedule to approximately 26 months by combining the MPR with the classroom building and combining the Administration building with the Kindergarten building. This was accomplished by slightly modifying the footprint of the MPR and Administration buildings and working with the District to remove three portable buildings for construction. The overall savings for reducing the construction schedule is in excess of \$400,000 (this savings was already accounted for). More importantly, the reduction in schedule provides for the completion of the project and delivery of a completed school six months earlier than originally projected.

The contract must be revised to account for the shortened schedule. In particular, the modified construction schedule results in an adjustment to the lease-back component of the construction documents. Swinerton Builders, Inc. has also requested some minor non-substantive language changes to which the District's counsel has agreed.

FISCAL IMPACT

No impact.

RECOMMENDATION

It is recommended that Board of Trustees authorize the Superintendent to make certain changes to the construction documents including modifying the sublease payment schedule and certain non-substantive changes to the construction documents.

ADDITIONAL MATERIAL(S):

Description of non-substantive changes to the Lease Lease-Back Agreements (2 Pages)

Summary of Non-substantive Changes to Swinerton Lease/Leaseback Documents

At its last regularly scheduled meeting, the Board of Trustees approved a resolution approving the following agreements to be entered into between the District and Swinerton Builders in connection with the construction and modernization of the facilities and improvements at Lemonwood K-8 School: Construction Services Agreement #15-198, Site Lease Agreement #15-199, and Sublease Agreement #15-200. The Board authorizes the District staff to make the following changes to the agreements before execution:

1. In the Construction Services Agreement #15-199, the first paragraph of Section 5 is deleted and the following is inserted in its place:

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 –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars and Ninety-One Cents (\$25,408,188.91) 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 \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The construction schedule has been reduced. Therefore, this proposed change reflects the new schedule by reducing the number of Sublease Payments from 44 to 38 payments.

2. In the Construction Services Agreement #15-199, the second paragraph of Section 10A is deleted and the following is inserted in its place:

Contractor has proposed a GMP that is based on the Construction Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor’s review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

This change reflects Swinerton's desire to describe its review of the Construction Documents in connection with its pre-construction services.

3. In the Construction Services Agreement #15-199, the last sentence in Section 10B is deleted.

This change more accurately reflects Swinerton's obligations with respect to expenses incurred in connection with the presence of groundwater.

4. In the Sublease Agreement #15-200, in Exhibit A the last paragraph is deleted and the following is inserted in its place:

The District shall pay Contractor Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000 as set forth herein. The Sublease payments shall be in 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 the Site Lease execution and continue over the term of the Site Lease but not to exceed above value or 12 months after Substantial Completion.

The construction schedule has been reduced. Therefore, this proposed change reflects the new schedule by reducing the number of Sublease Payments from 44 to 38 payments.

BOARD AGENDA ITEM

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

Date of Meeting: **4/20/16**

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

Approval to Participant to Attend Migrant Speech and Debate Tournament Overnight – Fresno, CA (Freeman/Thomas)

The first place winner of the 6th grade (Spanish) division of the Regional Migrant Speech and Debate Contest, Evelyn Cacho student at Curren School, has the opportunity to attend the California Migrant Education Program Annual State Speech and Debate Tournament in Fresno, California held from Friday, May 13 through Sunday, May 15. VCOE will organize, financially support and lead this three day trip for this student.

The Speech and Debate Tournament offers migrant students an opportunity to compete academically in a safe and supportive environment. The tournament requires migrant students to sharpen their critical thinking, research and public speaking skills. In addition, students must carefully organize information to clearly express their thoughts and ideas grounding them in credible sources. Finally, the tournament fosters team work, self-confidence and teaches students to resolve conflicts using thoughtful and strategic language.

This event provides a meaningful context for migrant students to strengthen their English language skills by applying and practicing key syntactic structures and academic vocabulary in all areas of language development (speaking, listening, reading and writing) and directly addresses the English/Language Arts and English Language Development Common Core State Standards.

FISCAL IMPACT: None - Cost of meals, travel and lodging will be covered by Ventura County Office of Education.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Accountability and Instruction, that the Board of Trustees approve this item as outlined above

ADDITIONAL MATERIAL(S): Program and lodging information.

**CALIFORNIA MIGRANT EDUCATION PROGRAM
SIXTH ANNUAL STATE
SPEECH & DEBATE TOURNAMENT**

Lodging

Lodging assignments will be done separately for boys and girls, with two to three students to a room. Our goal is to keep participants from each region together, taking into account the availability of rooms. The **Student Rooming Information and Consent Form (Addendum C)** describes how rooming assignments will be made and must be completed and signed by each student's parent or guardian. Regions will maintain a file of these forms along with student permission slips. **Do NOT** submit to Region IV.

Single occupancy rooms will be available for adults at an additional charge. Otherwise, adults will be assigned to double occupancy rooms. We have strived to secure the least expensive rates for food and accommodations possible.

Transportation

Each Region is responsible for the transportation of students to and from the DoubleTree Hotel, **2233 Ventura Street, Fresno, CA 93721 (559) 268-1000**. Region IV will coordinate transportation to and from the tournament site (Washington Union High School) on Saturday, May 14, 2016.

Required Documentation

It is expected that each region ensures that all its participants have submitted all necessary permission forms. At registration, regional designees will be expected to sign the **Tournament Liability Release Form (Addendum D)** confirming such documentation has been collected and is available at the tournament, and releasing Fresno County Office of Education and its agents from any and all liability or claims.

Supervision

Students **MUST** be supervised at all times by their respective adult chaperones or coaches at both the hotel and tournament site. Regions are responsible for their own emergency medical forms. First aid kits will be available on site.

Dress Code

The Speech and Debate learning experience for students includes dressing appropriately for the event. While some attire may be appropriate for a student social event, the same attire is not appropriate for formal presentations. Inappropriate attire distracts from the speaker's or debater's message. Professional attire is required and students will lose points if not appropriately dressed. Debate teams are encouraged to coordinate their attire. Please review the differences between "**professional**" versus "**social**" attire with all student participants. All attendees including coaches, judges, facilitators, staff and volunteers are expected to model professional attire.

Expectations for Coaches/Chaperones during competition rounds

Coaches are expected to be in the debate rooms when their students compete. Other adults in the room will be judges, facilitators, timekeepers, and possibly State Speech and Debate Committee members observing the proceedings. No parents should be invited to this competition other than Region IV volunteers. During breaks, coaches should meet with their students and provide feedback and strategic advice. Coaches will be required to adhere to the **Code of Ethics (Addendum B)** to be signed at registration. A violation of the **Code of Ethics** (e.g. coaches observed guiding or signaling students or

**CALIFORNIA MIGRANT EDUCATION PROGRAM
SIXTH ANNUAL STATE
SPEECH & DEBATE TOURNAMENT**

arguing with the judges, timekeepers or facilitators during or after around) will be asked to leave the competition room. Egregious actions on the part of coaches or competitors (e.g. cheating, outbursts, intimidation) may result in expulsion from the competition room **and** the deduction of penalty points from the team's or individual speech competitor's score. Discretion will be left to the individual judge in such cases.

Technology Use during competition

Students will be disqualified for use of technology during competition, i.e., smart phones, tablets, laptop. Hardcopy notes of any kind are permitted.

Dr. Joe I. Mendoza Excellence in Forensics Award

In 2014, host Regions 12, 17, 18 and 22, initiated a new tradition with the announcement of the first annual *Dr. Joe I. Mendoza Excellence in Forensics Award*. The purpose of the award is to recognize a current student competitor that demonstrates qualities that reflect the vital role that Dr. Mendoza has played in developing the statewide program since its inception. It should be a student who:

- encourages and motivates his/herpeers
- is selfless
- provides encouragement while challenging teammates to improve
- maintains a positive attitude
- sees barriers as opportunities
- is present, active and engaged
- takes initiative
- doesn't give up
- serves as a promoter, recruiter and motivator

Students demonstrating these qualities may not necessarily be your top performers; we are not looking for the best orator. We are looking for the student that puts forth the greatest effort for the benefit of the team and maintains and ignites in others the positive spirit of the competition (determination, risk taking, academic and personal growth, appreciation and humility).

Each Region must submit the ***Dr. Joe I. Mendoza Excellence in Forensics Award Nomination Form (Addendum E)***, signed by the Regional Director, to Rebecca Thao at rthao@fcoe.org, no later than **Monday, May 2, 2016**. The host region will form a committee to review nominations and select the 2016 winner, who will be recognized during the awards ceremony.

**CALIFORNIA MIGRANT EDUCATION PROGRAM
SIXTH ANNUAL STATE
SPEECH & DEBATE TOURNAMENT**

PROGRAM

Friday, May 13, 2016

Double Tree Hotel

2233 Ventura Street, Fresno, CA 93721 (559) 268-1000

Hotel Arrival and Registration.....	3:00 p.m. – 5:30 p.m.
Dinner (Salon A,B and C)	6:00 p.m.
Keynote Address	7:00 p.m.
Orientation	7:45 p.m.
Adjournment	8:30 p.m.
Regional Cluster Meetings (Salons D thru G) ...	8:30-10:00 p.m.

Saturday, May 14, 2016

Washington Union High School

6041 South Elm, Fresno, CA 93706

Transportation to Washington Union High School	7:00 a.m.
Breakfast	7:15 a.m.
Morning Competition (3 rounds, 1 hour each)	8:30 a.m.
Lunch and Entertainment	12:00 p.m.
Afternoon Competition (3 rounds, 1 hour each)	1:30 p.m.
Dinner and Entertainment	4:30 p.m.
Awards Ceremony in Auditorium.....	6:30 p.m.
Transportation to DoubleTree	8:00 p.m.
Dance/Karaoke/Movie Night at Hotel.....	8:00 p.m. -11:00 p.m.

(Due to the size of our group, use of the pool, gym and locker rooms will **NOT** be allowed during our stay)

Sunday, May 15, 2016

Double Tree Hotel

2233 Ventura Street, Fresno, CA 93721 (559) 268-1000

Competition Scores Posted	8:00 a.m.
Breakfast and Evaluation collection (Salon A, B and C)	8:30 a.m. – 9:30 a.m.
Hotel check-out and Departure.....	9:30 a.m. – 10:00 a.m.

Have a Safe Trip Home!

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** April 20, 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:

Establish

a five hour and forty five minute, 183 day Paraeducator III, position number 7509, to be established in the Special Education department. This position will be established to provide additional support.

Abolish

an eight hour, 246 day Assistant Director of Facilities, position number 2456, to be abolished in the Facilities department. This position will be abolished due to the lack of work.

a four hour, 203 day Office Assistant II, position number 2130, to be abolished at Curren school. This position will be abolished due to the lack of funds.

a five hour, 192 day Site Technology Technician, position number 6738, to be abolished at Curren school. This position will be abolished due to the lack of funds.

Increase

a five hour, 183 day Paraeducator II, position number 321, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be established to provide additional support.

Reduce

an eight hour, 180 day NfL Family Liaison, position number 2429, to be reduced to six hours in the Educational Services department. This position will be established to provide additional support.

FISCAL IMPACT:

Cost for Paraeducator III - \$26,754.00 Special Ed

Savings for Assistant Director of Facilities - \$130,764.00 General funds

Savings for Office Assistant II - \$20,985.00 Site funds

Savings for Site Technology Technician - \$25,567.00 Site funds

Cost for Paraeducator II - \$3,394.00 Special Ed

Savings for NfL Liaison - \$11,679.00 NfL funds

RECOMMENDATION:

Approve the establishment, abolishment, increase and reduction of position, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** April 20, 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**Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)**

Rosalind Kasamis	McAuliffe	March 21, 2016
Karla Alvarez	Substitute Teacher	2015/2016 School Year
Katelyn Budroe	Substitute Teacher	2015/2016 School Year
Alicia Davis	Substitute Teacher	2015/2016 School Year
Natalie Garcia	Substitute Teacher	2015/2016 School Year
Yvonne Garcia	Substitute Teacher	2015/2016 School Year
Kristin Mack	Substitute Teacher	2015/2016 School Year
Latifa Nafi	Substitute Teacher	2015/2016 School Year
Della Perez	Substitute Teacher	2015/2016 School Year
Sabrina Ramirez	Substitute Teacher	2015/2016 School Year
Lauren Spence	Substitute Teacher	2015/2016 School Year
Christopher Tucker	Substitute Teacher	2015/2016 School Year

RETIREMENT

Deborah Weilbacher	Teacher, 5 SEI, Ramona	April 30, 2016
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DECEASED

Lynda Berk	Intervention Services Provider, Rose Avenue	February 27, 2016
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CLASSIFIED PERSONNEL ACTIONS

April 20, 2016

New Hire

Arias, Ester A.	Paraeducator II (B), Position #6799 Pupil Services 5.75 hrs./183 days	03/07/2016
Arroyo, Martha	Child Nutrition Worker, Position #2139 Curren 4.5 hrs./185 days	03/21/2016
Farfan, Diana	Paraeducator II, Position #6783 Pupil Services 5.75 hrs./183 days	03/08/2016
Garcia Mancini, Leonor	Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	03/21/2016
Hull, Felipe	Paraeducator II, Position #6767 Pupil Services 5.75 hrs./183 days	03/17/2016
Mello, Tiffany	Secretary (B), Position #1357 Enrollment Center 8.0 hrs./246 days	03/07/2016
Mendez, Concepcion	IA CELDT (B), Position #2439 Ed. Services 5.5 hrs./183 days	04/11/2016
Rivera, Patricia	IA CELDT (B), Position #2435 Ed. Services 5.5 hrs./183 days	03/21/2016
Robles, Mayra P.	Paraeducator I (B), Position #7378 Frank 5.5 hrs./183 days	03/07/2016
Rodriguez Gaytan, Edmundo	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	03/21/2016
Smith, Kayla	Paraeducator III, Position #7396 Pupil Services 5.75 hrs./183 days	03/21/2016

Exempt

Gutierrez, Veronica	Campus Assistant	03/07/2016
Juarez, Alfredo	Campus Assistant	03/08/2016
Lopez, Richard	Campus Assistant	03/02/2016
Marron, Rodrigo	Campus Assistant	03/01/2016
Villarreal, Estefania	Campus Assistant	03/07/2016

Limited Term

Banelos, Antonio	Paraeducator	02/23/2016
Barragan, Imelda L.	Paraeducator	03/14/2016
Basore, Sean	Paraeducator	03/07/2016
Chavez, Jose C.	Custodian	03/10/2016
Conley, Kathleen	Custodian	02/10/2016
Cruz, Pablo	Custodian	03/10/2016
Echenique, Moises	Custodian	03/10/2016
Garcia, Lucrecia M.	Child Nutrition Worker	03/14/2016
Gonzalez, Renata	Paraeducator	03/14/2016
Hecq, Felicity	Paraeducator	03/11/2016
Heidenrich, Julia	Paraeducator	03/01/2016
Hernandez, Eduardo	Paraeducator	03/07/2016
Jimenez, Janelle	Paraeducator	03/14/2016
Koessa, Marcel	Clerical	03/28/2016
Lopez, Veronica	Child Nutrition Worker	03/14/2016
Lozano, Maria Alicia	Child Nutrition Worker	03/28/2016
Magpayo, Petronila	Paraeducator	02/08/2016
Marinez, Martha	Child Nutrition Worker	03/28/2016
Martinez, Frida	Paraeducator	03/21/2016
Orejel, Judith	Clerical	03/14/2016
Pina, Bobby	Paraeducator	02/10/2016
Preciado, Christian	Child Nutrition Worker	03/28/2016
Rivera Garcia, Maria S.	Paraeducator	03/14/2016
Rodriguez, Adrian	Paraeducator	03/02/2016
Rodriguez, Casey S.	Paraeducator	03/14/2016

Promotion

Ambriz, Marie	School Office Manager (B), Position #2241 Haydock 8.0 hrs./210 days Attendance Accounting Technician (B), Position #2244 Haydock 8.0 hrs./210 days	03/14/2016
Cabrera, Karina	Intermediate School Secretary (B), Position #6244 Lemonwood 8.0 hrs./192 days Office Assistant II (B), Position #7266 Lemonwood 8.0 hrs./203 days	03/08/2016
Grande, Carmen	School Office Manager (B), Position #1820 Marshall 8.0 hrs./210 days Office Assistant II (B), Position #1818 Ramona 6.0 hrs./203	02/01/2016

Transfer

Basaldua, Georgina	Preschool Teacher (B), Position #544 Elm 4.0 hrs./183 days Preschool Teacher (B), Position #1111 Driffill 4.0 hrs./183 days	03/21/2016
Galvan, Yanixsa	Preschool Assistant (B), Position #2665 San Miguel 3.0 hrs./183 days Preschool Assistant (B), Position #2578 Driffill 3.0 hrs./183 days	03/08/2016
Leon, Sandra	NfL Family Liaison, Position #2433 Sierra Linda 6.0 hrs./180 days Paraeducator II (B), Position #1324 & 1325 Pupil Services 5.5 hrs./180 days	02/29/2016
Magallanes, Marisela	Attendance Accounting Technician, Position #2244 Haydock 8.0 hrs./210 days Attendance Accounting Technician, Position #634 Driffill 8.0 hrs./210 days	03/14/2016
Meza, Rosa	Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days Library Media Technician, Position #2523 Ramona 5.0 hrs./190 days	03/14/2016
Roman, Valerie	Child Nutrition Worker, Position #2616 Itinerant 5.5 hrs./185 days Child Nutrition Worker, Position #6408 Lemonwood 5.0 hrs./185 days	02/22/2016
Sanchez, Briana C.	Child Nutrition Worker, Position #2393 Soria 5.0 hrs./185 days Child Nutrition Worker, Position #2054 Soria 5.0 hrs./185 days	02/22/2016
Velasquez, Rosario	Child Nutrition Worker, Position #1287 Rose Ave. 5.0 hrs./185 days Child Nutrition Worker, Position #7277 Fremont 5.0 hrs./185 days	02/22/2016

Voluntary Demotion

Nava, Sonia	NfL Family Liaison, Position #2432 Harrington 6.0 hrs./180 days Preschool Teacher (B), Position #544 Elm 4.0 hrs./183 days	02/29/2016
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Return from Leave of Absence

Figueroa, Karina	Attendance Accounting Technician, Position #1836 Ramona 8.0 hrs./210 days	03/14/2016
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Medical Layoff

8368 Outreach Specialist (B), Position #2563 03/25/2016
Lemonwood 8.0 hrs./180 days

Resignation

Arellano, Alicia Child Nutrition Cafeteria Coordinator , Position #1388 06/21/2016
Ramona 8.0 hrs./189 days

Hernandez, Yvonne Child Nutrition Worker, Position #2846 03/24/2016
Curren 5.0 hrs./185 days

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

Retirement

Boulch, Frank Locksmith, Position #696 04/28/1997-04/29/2016
Facilities 8.0 hrs./246 days

Loyola, Romeo Custodian, Position #2398 08/25/1997-04/29/2016
Soria 8.0 hrs./246 days

Partida, Amador Bus Driver, Position #1453 08/08/1988-04/29/2016
Transportation 8.0 hrs./183 days

Picola, James Director Child Nutrition Services, Position #108 12/01/2000-05/31/2016
Child Nutrition 8.0 hrs./246 days

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: April 20, 2016

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

Consideration of Resolution #15-35 Denying the Petition For A Proposed Charter School By Esperanza Oxnard Academy (Dr. Morales)

The District received a charter petition proposing the establishment of the Esperanza Oxnard Academy on or about February 26, 2016. Pursuant to California Education Code Section 47600 et seq., the District held a public hearing to consider the level of support for the petition by teachers, employees of the District and parents/guardians on March 16, 2016.

Pursuant to California Education Code Section 47605, the Board must consider the charter petition and either approve or deny the petition under the criteria set forth in Education Code Section 47605. Considering the criteria, the District administrative team reviewed the charter petition and found numerous concerns regarding the educational program and the likelihood that the charter petition can be successfully implemented. Accordingly, the Superintendent recommends that the charter petition be denied for the reasons outlined Findings of Fact attached to this item.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the Board of Trustees consider and adopt Resolution #15-35 and Findings of Fact denying the charter petition for Esperanza Charter Academy of Oxnard.

ADDITIONAL MATERIAL:

- Resolution #15-35 and Findings of Fact

**RESOLUTION NO. #15-35 AND WRITTEN FINDINGS
OF THE OXNARD SCHOOL DISTRICT'S BOARD OF EDUCATION
DENYING THE PETITION FOR A PROPOSED CHARTER SCHOOL
BY ESPERANZA OXNARD ACADEMY**

WHEREAS, on or about February 26, 2016, the Oxnard School District ("District") received a charter petition ("Petition") proposing the establishment of the Esperanza Oxnard Academy ("Charter School");

WHEREAS, at its regularly scheduled meeting on March 16, 2016, the District's Board of Education held a public hearing on the Charter School's proposed Petition, at which time the Board considered the level of support for the Petition by teachers, employees of the District, and parents/guardians;

WHEREAS, the establishment of charter schools is governed by the Charter Schools Act of 1992, Education Code Section 47600 et seq.;

WHEREAS, after analyzing the Petition, the District found numerous concerns regarding the Petition, the proposed educational program presented, the level of support for the Charter, and the proposed operational and fiscal policies to be implemented under the Charter;

WHEREAS, the Board of Education is now required by law to take action to grant or deny the Petition under the criteria set forth in Education Code Section 47605;

WHEREAS, Education Code Section 47605(b) prohibits a governing board from denying a charter Petition unless it makes written factual findings, specific to the Petition setting forth specific facts stating the reasons for the denial of the Petition;

WHEREAS, the Superintendent and his administrative team have completed their review of the Petition and have identified significant deficiencies in the Petition, as well as related educational, administrative and fiscal concerns, and on that basis recommend that the Board adopt the attached Findings of Fact and deny the Petition;

THEREFORE BE IT RESOLVED, THAT: the Board of Education for the Oxnard School District hereby adopts the findings and conclusions set forth in the attached Staff Report and Proposed Findings of Fact dated April 8, 2016, which is attached hereto and incorporated herein by reference, and the Board further finds as follows:

- (1) The Charter School presents an unsound educational program for the students to be enrolled in it;
- (2) The Petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition; and

(3) The Petition does not contain reasonably comprehensive descriptions of all elements required in Education Code Section 47605(b)(5).

BE IT FURTHER RESOLVED that the Board denies the Petition on the basis of the findings herein adopted. The terms of this Resolution are severable. Should it be determined that one or more of the findings is invalid, the remaining findings and the denial of the Petition shall remain in full force and effect. Each of the findings is, in and of itself, a sufficient basis for the denial.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District on April 20, 2016, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Education
Oxnard School District
Ventura County, State of California

Clerk of the Board of Education
Oxnard School District
Ventura County, State of California

OXNARD SCHOOL DISTRICT'S BOARD OF EDUCATION

Charter School Petition Review

PROPOSED FINDINGS OF FACT

Finding of Fact #1: The Charter School presents an unsound educational program for the students to be enrolled in it.

Specific Comments: According to the California Code of Regulations, an “unsound educational program” is a program “that involves a likelihood of physical, educational, or psychological harm to students” or is a program “that is not likely to be of educational benefit to pupils who attend.” 5 CCR 11967.5.1.

1. Petitioners Have Not Presented a Feasible Education Program

The general description of the educational program is confusing, contradictory and is fraught with unrealistic representations. First, there is a clear emphasis on what Petitioners project will be a very diversified student population from *all* socio-economic backgrounds, with low-achieving learners and high-achieving learners and a high percentage of English Learner students. The Petition emphasizes that there will be one-to-one teaching and *individualized* lessons for every student. Throughout the Petition, there is an emphasis on *individualized* goals and *personalized* curriculum somehow taught in whole classrooms, as well as, small group settings. These are two very different learning configurations and it is unclear nor do they explain how personalized curriculum can be provided in a whole classroom setting. Further, it is clearly unrealistic to suggest that individualized lessons and personalized curriculum can be provided to all 300 students they project to be the initial enrollment of the Charter, especially given the broad diversity of the projected student population. The confusion is further compounded by the inconsistency in their terminology. For example, in one section of the application, it states students will create portfolios; in another section, there is a reference to “digital” portfolios; in yet another, they create a “dossier”.

It is clear that there are parts of the Petition that were hastily put together with little thought or care. In several places there are references to elements of the Charter School’s program as if it was already in existence. The Petition refers to *current* partnerships with several universities that will provide tutors. How can such partnerships currently exist? They claim that the Charter School “will be awarded grants from the International Academy of Science” in the fall of 2016 for computer equipment. How can such a claim be made? What entity applied for these grants and on what was it based given that the Charter School does not exist? On page 58, the petition states “teachers participated in a project learning project integration and professional development”, but how could that have occurred if the school has not yet opened? The section on Small Learning Communities on pages 61 and 62 is inexplicably repeated verbatim on pages 56 and 57.

An attempt has been made to include a variety of resources: constructivist learning, project-based learning, SCANS skills, Kagan, LeMov, Professional Learning Communities, Marzano's Observation Tool, Dataworks Explicit Direct Instruction, NWEA MAP RIT, Backward Design, Classroom Instruction That Works, Understanding by Design, a half-dozen computer applications, and so on. The Petition claims that teachers will be provided training on all these resources and more (classroom management strategies, differentiation needs of SPED students, ELD strategies) in the weeks before school starts. This is an unrealistic representation. These are more resources than any teacher can expect to learn or implement before the school year begins or can likely implement. .

There are also concerns regarding the Instructional Materials to be used. The Petition provides a chart on pages 78-79 which lists textbooks to be used at the Charter School. Two of the listed materials appear to be inappropriate. The Treasures (Macmillan/McGraw-Hill) series for English Language Arts is not written to the California Common Core State Standards. The "Triumphs" (Macmillan/McGraw-Hill) listed for English Language Development, is not aligned to the new English Language Development standards.

There is also a concern regarding how the list of textbooks was chosen. The "Instructional Materials" section (page 78) states that the instructional materials were "chosen by teachers and the site administrators and coordinated with the teacher teams." This statement implies that the teachers have already been hired for this Charter School and that teacher teams have already been established. Although the founders and the board members of the proposed Charter are listed in the Petition, nowhere is there a listing of already hired teachers with their qualifications or credentials. This is also inconsistent with the section on "Teacher Quality" which references, in the future tense, teacher recruitment, job descriptions, tapping into an "extensive network of teachers to spread the word" about the Charter's hiring needs, a hiring process, etc. Have teachers already been hired and was any of this process as described in the Petition with respect to recruitment qualifications followed? If they have not been hired, then the representations concerning the selection of instructional materials is simply false.

There is also a concern regarding the program described for English Learners (pages 92-97). The description states that the Charter School is required to provide English Learner students "with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum. ..." Although the Petition states that they will incorporate an English Language Development program to address the English acquisition component, there is very little information about how they intend to provide English Learners with access to the curriculum. The Petition states that the Charter School will meet all applicable legal requirements for English Learners as it pertains to "program options." The Petition should have explained exactly what that statement implicates with respect to access to the curriculum. Also, Ventura County has a significant number of migrant families, yet the Petition is silent with respect to the educational needs of migrant children. Will these families be encouraged to apply to this Charter School? If so, how will the unique educational needs of these children be met?

There are two issues of concern regarding parental involvement as set forth in the Petition. The first involves the parent workshops and education classes described on page 135. The Petition states that these will be provided in English and Spanish. Earlier in the Petition,

there is a concerted effort to identify Mixteco as the second largest English Learner student population. The Petition fails to explain how the parents of these students will be given meaningful access to the workshops and education classes made available to English and Spanish speaking parents. The other parent involvement issue is related to the Parent Advisory Council (PAC) (page 135). According to the description, the PAC will consist of parents, students, community members, teachers and school site administrators. If this is, as the name suggests, a “parent” advisory committee then there should have been some effort to ensure that parents comprise at least the majority members of the PAC. There is simply insufficient detail to assume that this would truly serve as an effective vehicle for parental input into school policies as suggested by the Petition.

Finally, the Petition fails to provide an adequate description of the educational program’s instructional minutes. Petitioners state that an allocation of 140 minutes of physical and health education will be provided based on “research and our core values” (page 77). This is also the only place where the number of instructional minutes are referenced. The Petition fails to provide a sample daily schedule that includes all subjects or instructional minutes for an entire school day.

Overall, the Petition’s provisions regarding the educational program are not well-developed and would not result in a sound educational program suited for the children of the Oxnard School District. Based on the above and without more information, the District is left with a description of an unsound educational program.

Findings of Fact #2: The Petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition.

Specific Comments and subfindings:

1. Petitioners Failed to Demonstrate Adequate Community Support

Pursuant to Education Code Section 47605(b), the District held a public hearing on the Petition on March 16, 2016. Notably, approximately 8 people, 2 of whom were Petitioners themselves, spoke in support of the Petition. Approximately 6 parents spoke in support of the Petition. No potential teachers nor District teachers or any other District employees expressed support for the Petition, or have otherwise submitted support for Petitioner’s program. The apparent lack of support for this Petition from District employees, and the insubstantial showing of support from parents, students, or any other community members indicates that Petitioner is unlikely to meet its estimated enrollment figures and may have difficulty recruiting qualified staff for the school.

2. Petitioners Failed to Demonstrate Effective Governance Capabilities

In the Petition, only two individuals are listed as founders of the Charter – Jose D. Salas and Olivia Cortez (pages 11-12). It is unclear from the Petition whether those two individuals compose the entire management and administrative team, a critical component for viability and success of the Charter. Deborah DeVries, Ana Rosa Estevez, James Gilmer, and Claudia

Mercado are identified as board members. The resume for Ricardo Mireles is provided in Appendix F, but no biographical information is provided, and it is unclear what his role in the proposed Charter would be.

The Petitioners state that “The Board of Directors will include parents, teachers and community members” (page 129). However, the list of board members contains no provision for a parent or a community member (page 13).

The Charter’s likelihood of success will be low if they have not by this point identified qualified and experienced management to operate the Charter and manage the Board. Because the Charter’s administrative team has not been clearly identified, the District cannot be assured that Petitioners have the appropriate experience to ensure success.

In Appendix B of the Petition, the proposed Bylaws state that the principal corporate office of the Charter is 9536 Shoshone Ave, Northridge, CA 91325, in what appears to be a residential address in Los Angeles County. Article VIII, Section 1 of the Charter Petition’s Bylaws (Appendix B) states that regular meetings will be held at this address. Within the same section, as well as on page 8 and page 129 of the Petition, Petitioners state that all meetings of the Board of Directors shall be called, held, and conducted in accordance with the Ralph M. Brown Act (“Brown Act”). To the extent the Charter Petition claims to involve parents and others it is unlikely that the community can adequately participate in board governance matters if the meetings are being held so far away from the location of the proposed school.

Overall, the Petition is poorly constructed and poorly written, with many instances of incorrect subject/verb agreement, sentence fragments and repetition. For example, on page 12 of the Petition, when describing Jose D. Salas’ background and experience, the Petition states “Previous to Grimmway Academy [...]” when it should state “Prior to Grimmway Academy [...]”. On page 17 of the Petition, a sentence in the middle of the page begins, “Oxnard School District has a student population,” then the sentence and the paragraph abruptly ends.

Due to the foregoing concerns, the District cannot be assured that the Petitioners would effectively govern the proposed Charter in accordance with law and sound policies.

3. Petitioners Have Misrepresented and/or Misstated Their Experience

Petitioners have inaccurately represented Olin Virtual Academy as the current employer of a Petitioner. As part of their Petition, Petitioners submitted the resume of Olivia Cortez, which states that she is the Associate Dean of Olin Virtual Academy. In the section describing Ms. Cortez’s biographical information, she is described as a “Student Success Advisor” for Olin Virtual Academy (page 12). However, at the time the Petition was submitted – February 26, 2016 – Ms. Cortez had already resigned from Olin Virtual Academy and was no longer employed there. The Human Resources Department of Olin Virtual Academy has verified that Ms. Cortez resigned on January 16, 2016.

4. Petitioners Have Misrepresented and/or Misstated The Charter's Affiliations

The Petition contains misrepresentations and/or misstatements concerning the Charter's affiliations. The Petitioners state that the Charter is a member of the California Charter School Association ("CCSA") (page 13). However, as of April 7, 2016, the Charter is not listed as a member on CCSA's website. The Petitioners also state that the Charter is a member of the Charter School Development Center ("CSDC"). However, on April 7, 2016, a representative from CSDC confirmed that Esperanza Charter Academy was not listed as a member. The representative added that two of the Charter's proposed founders were members, but were members registered with other schools.

5. Petitioners Have Not Demonstrated That All Legal Qualification Requirements Will Be Met When Hiring Teachers and Staff.

There are multiple instances where the Petitioners inaccurately described the qualifications for the hiring of teachers and/or staff:

- On page 142 of the Petition, the Petitioners state that a Teacher position would require a "Single Subject Credential, Science". Given that the proposed Charter teaches children at the elementary school level, a multiple subject credential for teachers would be required.
- On page 150 of the Petition, Petitioners state that a Special Education Resource Specialist would be required to possess a "clear resource specialist certificate and a special education credential, or verification of three or more years of teaching experience and a special education credential." This is incorrect. In actuality, a mild to moderate teaching credential would be required for this position.
- Under the job description for "Psychologist" on pages 146-148, Petitioners state that the position would require a "School Psychologist authorization issued by the California Commission on Teacher Credentialing." Here, the Petitioners fail to accurately describe the credential as the Pupil Personnel Services (PPS) Credential in School Psychology.

The District cannot be assured that the Petitioners will conduct hiring in accordance with applicable laws if the Petitioners have not accurately described staff qualifications.

6. Petitioners Have Not Demonstrated That They Will Implement Appropriate Employment Policies and Procedures

Petitioners have not fully described the employment policies and procedures that the Charter will follow. Good policies are critical to effective implementation of the school. In addition, Petitioners did not expand on their plans for recruiting and hiring the requisite number of qualified teachers, as well as the feasibility of doing so. As a result, the District cannot be assured that the appropriate employment policies and procedures will be drafted and in place in time for the Charter's first year of operations.

7. Petitioners Have Not Demonstrated That They Will Implement Appropriate Audit Policies and Procedures

Page 165, which should have contained the Charter's proposed annual audit procedures pursuant to the Petition's table of contents, is inexplicably omitted altogether from the Petition. As such, sufficient information regarding audit procedures is not clearly provided in the Petition, nor did the Petitioners address the manner in which annual, independent financial audits shall be conducted or the manner in which audit exceptions and deficiencies shall be resolved. The Petition also does not specify who is responsible for contracting and overseeing the independent audit, or whether the auditor will have experience in education finance.

8. Petitioners Have Not Demonstrated A Feasible and Consistent Budget

Petitioners have not provided the District with a thorough, consistent, and workable budget. Startup costs for the 2016-2017 school year are inexplicably not factored into the budget. Petitioners provided a letter from Charter Asset Management which proposes to commit \$900,000.00 in funding for the Charter for the 2016-2017 school year. (Appendix A). However, the cash flow statement indicates that they would receive \$150,000.00 of this amount in the first month, which is not enough to cover startup costs. If startup costs were actually factored into the budget, the Charter's reserves would most likely be far below what is acceptable or required.

Petitioners' estimates regarding cash flow are demonstrably unachievable. In Appendix A, their monthly cash flow budget for the 2016-2017 school year shows property tax revenue coming in consistently every month starting in September 2016. However, property tax revenue is not distributed from the County until December, and is actually distributed in two installments in December and April. Unlike the budget proposed in the Petition, there would be no consistent monthly payments, and the earliest the payments could possibly reach the Charter would be towards the end of December and end of April.

No salary schedule is attached to the Petition, and no details are provided on how the budget was developed, how the Charter intends to comply with interim reporting requirements, or who exactly will be overseeing the Charter's finances. The budget assumptions are alluded to on page 190, but were not provided. On page 14 of the Petition, Petitioners inexplicably copied and pasted two paragraphs from charterimpact.com's website or other marketing materials without providing any explanation of what the connection would be between Charter Impact and the Charter. Petitioners do not explain what, if any, services Charter Impact will be providing, whether the company will handle all of the Charter's fiscal processes, or whether a formal agreement is in place or pending.

A thorough budget would also have to incorporate the Petitioner's plans for facilities, which, as discussed below, are inconsistent or missing altogether.

For the foregoing reasons, the District has no way of verifying the accuracy of the budget or the continued fiscal solvency of the Charter. The District cannot be assured that the Charter has a feasible budget if the above considerations have not been addressed.

9. Petitioners Have Not Demonstrated An Ability to Secure Adequate Facilities For Its Staff And Students

The Charter's ability to secure adequate facilities for its staff and students is questionable at best. The budget shows a monthly rental expense of \$25,000.00 (\$300,000.00 annually) for the 2016-2017 school year. There is no explanation of how they arrived at that estimate or what facilities they would be renting. The Charter Petition does not indicate that the Charter will be located in a rented facility, so the rental expense line is completely unexplained. Appendix G, entitled "Memorandum with Oxnard School District", which the District assumes might be a proposed Memorandum of Understanding with the District for facilities, is missing in its entirety and was apparently never received by the District. Petitioners have clearly not clarified their intentions regarding facilities, provided a budget consistent with those intentions, or provided evidence of a firm commitment regarding a proposed location.

Findings of Fact #3. The Petition does not contain reasonably comprehensive descriptions of all elements required in Education Code Section 47605(b)(5).

Specific Comments:

- 1. The Petition does not contain a reasonably comprehensive description of the educational program.**

The Petition states that the founding group of Petitioners are ready to establish a "STEAM" school on page 10 of the Petition, presumably referring to a charter school that would be focused on science, technology, engineering, arts, and math. However, neither the description of "what it means to be an educated person in the 21st Century" (pages 18-19), nor the description of the Charter's educational program reflect this emphasis. It is therefore unclear what, if any, emphasis on a STEAM curriculum will be implemented in the Charter.

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 4/20/16

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 WAL#004 for Preparation of a Preliminary Environmental Assessment with ATC GROUP SERVICES LLC for the Doris/Patterson Site (Cline/Bhatia/CFW)

The Oxnard School District (District) is proceeding with the acquisition of 25 acres located at the intersection of Doris Avenue and Patterson Road. The District has conducted various preliminary environmental studies of the property to assist with evaluating the suitability of site for use as a possible school site. The District has received preliminary site approval from the California Department of Education (CDE) with respect to the proposed site.

The California Department of Toxic Substances Control (DTSC) provides oversight of site environmental review where State funds will be used for acquisition or construction of new school sites. As required by the DTSC, a Phase I Environmental Site Assessment (ESA) was completed for the site. Given the site's current use as an agricultural site, the DTSC will require further review, otherwise known as a Level II Environmental Assessment or a Preliminary Environmental Assessment (PEA). The consultant will conduct soil samples to evaluate potential impacts associated with the current and historical agricultural use. The results of those tests will be reported in the PEA.

In November 2013, the Board of Trustees approved Master Agreement #13-135 with ATC Group Services LLC (*formerly* Cardno ATC) to perform Hazardous Materials Survey and Testing services related to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL#004 as follows:

Master Agreement: **#13-135**
WAL: **#004**
Consultant: **ATC Group Services LLC (formerly Cardno ATC)**
Date Issued: **April 20, 2016**
Amount: **\$14,875.00**

Under this WAL assignment, ATC will address all necessary steps associated with the preparation and approval of the PEA by the DTSC. Specifically, the scope of work will

include: (1) assisting the District in enrolling the site in the DTSC's Environmental Oversight Program (EOP); (2) attending the required DTSC scoping meeting; (3) preparing a PEA work plan for DTSC review; (4) performing the proposed scope of work; (5) preparation of a PEA report and; (6) participating in a public hearing required for the approval of the PEA report.

The specific PEA requirements are determined by DTSC. In the event that DTSC requires work beyond that contemplated by the District and ATC, a modification to the scope of work may be required.

FISCAL IMPACT:

The attached WAL authorizes scope of work for a not to exceed amount of \$14,875.00, to be paid with Measure R Funds.

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business and Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL#004 for the amount not to exceed \$14,875.00, to be paid with Measure R Funds, for the Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson Site per Master Agreement #13-135 with ATC Group Services LLC.

ADDITIONAL MATERIAL(S):

- WAL#004, ATC Group Services LLC (*formerly* Cardno ATC) (1 Page)
 - Proposal, ATC Group Services LLC (7 pages)
 - Master Agreement #13-135, Cardno ATC (31 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***



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: N/A DATE: 4/20/2016
SITE NAME: Doris/Patterson Site DSA #
MASTER AGREEMENT #: 13-135 OPSC #
WAL #: 004 VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

Table with 2 columns: DISTRICT and CONSULTANT. District: Oxnard School District, 1051 South A Street, Oxnard, CA 93030. Consultant: ATC Group Services LLC, 25 Cupania Circle, Monterey Park, CA 91755.

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson site as outlined in the attached proposal from ATC dated March 18, 2016. The scope of work will address all necessary steps associated with the preparation and ultimate approval of the PEA by the Department of Toxic Substances Control (DTSC). (ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 4/21/2016 COMPLETION DATE: 9/30/2016 (estimated)

FIXED FEE AMOUNT: \$14,875

This fee amount is based upon Consultant's proposal dated 3/18/2016 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

Signature table with columns for DISTRICT and CONSULTANT. District: Oxnard School District. Consultant: Dawn Merrill, dated 3/21/16.

FOR DISTRICT USE ONLY

PROJECT MANAGER: Patricia Raphael Garcia (CFW) PREPARED BY: Patricia Raphael Garcia (CFW)
P.O. # P.O. AMOUNT:
SOURCE OF FUNDS: [X] MEASURE "R" [] DEF. MAINT. [] DEV. FEES [] OTHER
COST ID: 6171 - Environmental Studies

Patricia Raphael Garcia (PM APPROVAL SIGNATURE) 3/22/16 (DATE)

SPECIAL INSTRUCTIONS:



**ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING**

25 Cupania Circle
Monterey Park, CA 91755
Telephone 323-517-9780
Fax 323-517-9781
www.atcgroupservices.com

March 18, 2016

Patricia Raphael Garcia
Oxnard School District
c/o Caldwell Flores Winter, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California, 93035

Sent via email: praphael@cfwinc.com

RE: Proposal for Preliminary Endangerment Assessment
Proposed School Site
Doris Avenue and North Patterson Road
Oxnard, California 93030
ATC Proposal Number 10116-2016-03-0061

Dear Ms. Garcia:

ATC Group Services LLC (ATC) is pleased to submit this Preliminary Endangerment Assessment (PEA) proposal to the Oxnard School District (OSD) for a 25-acre site located at the southwestern corner of Doris Avenue and North Patterson Road in Oxnard, California. It is ATC's understanding that given the site's current use for agricultural purposes, the Department of Toxic Substances Control (DTSC) will require a PEA be performed prior to the site being redeveloped into a school.

The scope of work included within this proposal is intended to address all necessary steps associated with the preparation of, and the ultimate adoption of, the PEA by the DTSC. Specifically, the scope of work will include assisting the OSD in enrolling the site in the DTSC's Environmental Oversight Program (EOP), attending the required DTSC scoping meeting, preparing a Phase II Environmental Site Assessment (ESA) work plan for DTSC review, performing the proposed scope of work, preparation of a PEA report, and participating in a public hearing prior to the DTSC adopting the PEA report.

PROPOSED SCOPE OF WORK

EOP Enrollment

Prior to beginning a PEA, a school district enters into an Environmental Oversight Agreement with DTSC. ATC will assist in the preparation and assembly of all applicable forms; however, the EOP application must be signed by an authorized OSD representative. **DTSC oversight fees will be charged directly to the District and are not included in this proposal.**



DTSC Scoping Meeting

Following the enrollment of the site into the EOP, the next step in conducting the PEA investigation is to hold a scoping meeting between DTSC staff, OSD staff, the party required to complete the PEA, and professionals assigned to do the work. The purpose of the meeting is to agree upon a management approach for collecting information and develop a strategy for completing activities appropriate for the site.

Work Plan Preparation

ATC will prepare a work plan based on DTSC guidance obtained during the scoping meeting. The work plan will address the likely constituents-of-concern (expected to be organochlorine pesticides [OCPs] and arsenic). It will include sampling strategy, proposed boring locations, and quality assurance/control procedures.

Given ATC's current understanding of site usage, ATC expects the scope of work agreed upon during the scoping meeting to consist of collecting a total of 36 soil samples at depths of 0.5 feet below ground surface (bgs). Soil samples collected at nine discrete locations will be analyzed for arsenic, while samples from up to four adjacent locations will be composited together and analyzed for OCPs.

ESA Field Work

Following acceptance of the work plan by the DTSC, ATC will execute the proposed scope of work. The anticipated scope of work for the PEA is as follows:

Preparation of a Health and Safety Plan. A site-specific Health and Safety Plan (HASP) will be prepared for use during the planned field activities. The HASP will be consistent with the requirements of the Code of Federal Regulations (CFR) and the California Code of Regulations (CCR) pertaining to the requirements identified in 29 CFR 1910.120 and 8 CCR 5192.

ATC field personnel and subcontractors will review the HASP prior to commencing field work. A health and safety meeting (i.e., "tailgate" meeting) will be conducted by the Site Health and Safety Officer before starting work, and a record of meeting attendance will be maintained. All ATC employees and subcontractors will be required to sign the daily health and safety briefing form.

Soil Sampling. The objective of soil sampling will be to evaluate potential soil impacts associated with the current/historical agricultural use. ATC expects the scope of work to consist of collecting 36 soil samples at approximately 0.5 feet bgs in a grid pattern at the site. Each sample will be transferred to a glass jar and sealed with a Teflon[®]-lined lid. The samples will be properly labeled and delivered under chain-of-custody to an offsite laboratory for analysis. Prior to laboratory analysis, four adjacent onsite soil samples will be composited into one soil sample, for a total of nine samples. One field duplicate will be composited and analyzed separately.

The composited soil samples will be analyzed for OCPs using Environmental Protection Agency (EPA) Method 8081. Additionally, nine discrete soil samples and one duplicate (each selected before compositing) will be analyzed for arsenic using EPA Method 6010B.

PEA Report Preparation

A PEA Report documenting the procedures and findings of this investigation will be prepared and submitted to the DTSC. The report will contain the following:

- Title sheet, signature page, disclaimer, table of contents, executive summary, and introduction format and content will attempt to be consistent with DTSC guidance;
- Project Description - This section includes an overview of the proposed construction project, a statement of the objectives of the investigation, a short chronology of site activities, a summary of previous site work (if any), and items of work completed for the investigation. Identification of the recognized environmental concerns being addressed and the related source of information;



- A description of the sampling approach;
- The sampling locations, depths, designation, and rationale;
- A description of the sample collection methods:
 - Sampling methods: Identify the standard operation method and step-by-step procedures of how each sample was collected, including equipment field quality controls;
 - Sample containers and preservation: Identify the types of containers and preservatives used for the different analyses and provide the pre-cleaning method used for the containers.
 - Sample packaging and shipment: Describe the methods for packaging, labeling, marking and shipping the samples;
 - Sample documentation: Describe the label and provide an example. Describe the unique number system used to positively identify each sample without distinguishing the QA/QC samples from other samples. Discuss the field documentation used and include field logs, photographs, and QC checklist or logs, and chain-of-custody forms in an appendix;
- A description of the sample preparation methods used to homogenize, split, and composite samples;
- A description of the QA/QC samples collected;
- A list of the analyses performed on each sample or group of samples, associated quantitation limits and holding times;
- A description of the field activities conducted in sufficient detail to demonstrate compliance with applicable requirements and to permit reconstruction by another environmental assessor:
 - Decontamination: Describing equipment decontamination procedures;
 - Field conditions: Report will include a qualitative summary of soil conditions with appropriate description of lithologic changes or evidence of fill material within a designated area;
 - Health and Safety: Report will describe health and safety procedures followed in the field, including safety equipment, personal protective equipment, level of protection, health and safety meetings, hazards encountered, and any instrument readings recorded;
 - Waste management: Describe the management and disposition of wastes generated during the investigation, including soil cuttings, personal protective equipment, decontamination water, etc.
- Discussion of the analytical results;
- An evaluation of the overall QA/QC used to ensure that sampling, field and laboratory chain-of custody, laboratory analyses, field and laboratory data measurements, and reporting activities provide data quality consistent with the intended use. As part of the project QA/QC evaluation, data validation will be performed for all submitted samples. Data quality will be defined by data quality indicators (accuracy, precision, method reporting limits, completeness, representativeness, and comparability). A summary of data validation will be included;
- Interpret the data and compare to the DTSC screening values;
- Conclusions and recommendations based on comparison of sampling results to the provided health screening criteria;
- Include references to identify published referenced sources relied upon during the evaluation. Each referenced source shall be adequately annotated to facilitate retrieval by another party;
- Appendices will include field logs, analytical laboratory data reports, chain-of-custody documentation;
- Figures:
 - Site Vicinity Map – This map will include a north arrow, be to scale, and show the general location of the site relative to its surrounding area, including major highways, surface water bodies, land use, sensitive populations, and critical habitats;
 - Site Plan – This scaled plan will include a north arrow, and will be of sufficient detail to show significant site features, including site boundaries, structures, and areas of known or suspected environmental conditions;
 - Sampling Locations with Analytical Results – This figure should show the samples collected and the associated positive analytical results overlaid onto the Site Plan. The figure will show the sampling locations relative to the areas of recognized environmental conditions. The map will show sampling locations, analytes, detected concentrations, quantitation limit for non-detect concentrations, and concentration units.



- Tables: A summary of analytical results, including analytical method, sampling locations, depths, matrix, detected concentrations, quantitation limit for non-detect concentrations, units, and comparison to screening values.

The report will be reviewed and signed by State of California Professional Geologist.

Following submittal of the PEA, and upon receipt of a Letter of Adequacy from the DTSC, ATC will attend and participate in the required public hearing regarding the PEA, prior to the PEA's final adoption by the DTSC.

Please note that the actual PEA requirements are at the discretion of the DTSC, and significant modification to the scope of work may be required by the DTSC once the OSD enters into an Environmental Oversight Agreement with the DTSC. Any additional out-of-scope items, including, but not limited to meetings, project management, field work, sampling, and reporting required by the DTSC will be charged on a time and materials basis, pending client approval.

FEE ESTIMATE

ATC proposes to complete the proposed scope of work on a mixed Unit Cost and Time and Materials basis for the estimated amount of **\$14,875.00**. A breakdown of costs is provided on the spreadsheet below.

ATC will not exceed the cost estimates for the scope of work without written authorization from the Client. Should the Client require additional work, such as consultation beyond the number of hours estimated to complete this project, extensive report revisions, additional copies of the reports, consultation with attorneys, etc., the same unit rates listed on ATC's standard fee schedule will be applicable.

The results, findings, conclusions and recommendations, which will be provided in the final report, will be based solely on the conditions which are observed by ATC. No warranties or representations, expressed or implied, will be made as to the condition of the site beyond that observed by ATC during its site activities.

PROJECT DELIVERABLES AND SCHEDULE

The timeline for implementation of work will be primarily dictated by the DTSC. Within two weeks of acceptance of this proposal by OSD, ATC will prepare all necessary documentation for enrollment of the site in the DTSC's EOP. Following the assignment of a DTSC project manager and the subsequent scoping meeting, ATC will submit a draft copy of the proposed work plan to OSD for review within two weeks. Upon receipt of work plan approval from the DTSC, ATC will schedule the field work to commence within two weeks; a draft copy of the PEA report will be made available to OSD approximately one month after all laboratory analytical data are received. ATC expects the field work to take two workers one day to complete (based on the expected scope of work outlined above). Upon submittal and review of the PEA by the DTSC, and the receipt of a "Letter of Adequacy", the OSD will need to implement a public comment period to last no less than 30 days prior to the DTSC granting final concurrence with the PEA report.

The estimated project schedule is designed to meet Client deadlines; however, it does not include allowances for delays due to inclement weather, site access problems or other factors beyond the control of ATC. We will endeavor to meet Client deadlines.



AUTHORIZATION

ATC appreciates the opportunity to present this proposal and looks forward to working with Caldwell Flores Winters, Inc. and OSD on this project. If this proposal is acceptable to you and you would like ATC to schedule this project, please forward a Work Authorization Letter under the existing Agreement. If you have any questions regarding this proposal, please contact our office at (323) 517-9780.

Sincerely,
ATC Group Services

A handwritten signature in blue ink, appearing to read 'Benjamin Chevlen'.

FOR

Benjamin Chevlen, PG
Program Manager
Direct Line (805) 496-1217
Email: ben.chevlen@atcassociates.com

Attachments: Estimated Cost Breakdown



LIST OF ASSUMPTIONS

1. DTSC oversight fees will be charged to the District and are not included in this proposal.
2. Please note that the actual PEA requirements are at the discretion of the DTSC, and significant modification to the scope of work, including additional sampling and reporting could be required by the DTSC, once the District enters into an Environmental Oversight Agreement with the DTSC. Any additional scope items, including but not limited to meetings, project management, field work, sampling, and reporting required by the DTSC will be charged on a time and materials basis, pending client approval.
3. Public outreach activities, beyond participation in the public meeting, are not included in this proposal. ATC can provide additional services on a time and materials basis in accordance with our current fee schedule.
4. This proposal contains the anticipated scope of work to complete the PEA. The proposal shall be modified based on DTSC requirements. Actual PEA cost may be higher than estimated in this proposal.
5. The Client will provide unencumbered access to the site and all of the requested locations to permit ATC and its subcontractors to complete the items outlined in this proposal, at the scheduled days and times.
6. There are no material changes in site conditions from those described.
7. Fieldwork will take place on weekdays, with the exception of holidays falling on weekdays. Work shall take place between the hours of 7:00 a.m. and 7:00 p.m. at the site.
8. The fieldwork will be performed in Level D personal protection.
9. The site is accessible to and the investigative work can be performed as proposed. If weather, access, or site conditions restrict field operations, other arrangements and modifications to our fee may be necessary.
10. ATC or its subcontractors will not be responsible for damage to any underground utilities. It is the responsibility of the owner to mark all surface traces of below grade utilities and structures and provide scaled maps that include existing surface features and traces of underground utilities and structures. If requested, ATC can provide a utility locating company at additional fee.
11. The scope of services is restricted to that which is outlined in this proposal.
12. Client to supply water, power and sanitary services.
13. Additional costs associated with unforeseen site conditions; or additional requirements, including additional soil sampling and analysis that may be required by the DTSC, and DTSC negotiations; are not included in the cost estimates above.
14. Soil cuttings will be drummed and placed onsite, pending analytical results. Drum disposal is estimated at \$120.00 per drum, on a time and materials basis.



Estimated Cost Breakdown

Project Preparation, EOP Enrollment, and Scoping Meeting					
Principal	\$115.00	Hr.		6	\$690.00
Senior Project Manager	\$85.00	Hr.		15	\$1,275.00
subtotal					\$1,965.00
Work Plan and HASP Preparation					
Principal	\$115.00	Hr.		3	\$345.00
Senior Project Manager	\$85.00	Hr.		15	\$1,275.00
CADD	\$45.00	Hr.		2	\$90.00
subtotal					\$1,710.00
Field Investigation					
Senior Project Manager	\$85.00	Hr.		3	\$255.00
Project Geologist	\$75.00	Hr.		12	\$900.00
Senior Technician	\$65.00	Hr.		12	\$780.00
Utility Truck / Field Supplies	\$150.00	Day		2	\$300.00
subtotal					\$2,235.00
Fixed Laboratory Analysis					
EPA 8081 OCPs	\$100.00	Each		10	\$1,000.00
EPA 6010B (Arsenic)	\$50.00	Each		10	\$500.00
subtotal					\$1,500.00
PEA Reporting					
Preliminary Endangerment Assessment*	\$5,500.00	Each		1	\$5,500.00
subtotal					\$5,500.00
PEA Support and Public Hearing Participation					
Principal	\$115.00	Hr.		6	\$690.00
Senior Project Manager	\$85.00	Hr.		15	\$1,275.00
subtotal					\$1,965.00
GRAND TOTAL					\$14,875.00

* Lump sum amount to include report preparation and review (i.e. report writing, senior review, CADD time, clerical support, etc.) as described above.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 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 **Cardno ATC** (“Consultant”) with a business address at 25 Cupania Circle, Monterey Park, CA 91755. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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


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

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

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

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


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

 (Initials)

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

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

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

 (Initials)

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


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

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

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

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

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

 (Initials)

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

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

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

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

To Consultant: Cardno ATC
25 Cupania Circle
Monterey Park, CA 91755
ATTN: Carlos A. Galdamez
T: (323) 517-9780
Email: carlos.galdamez@cardno.com

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

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

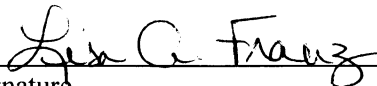
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

CARDNO ATC:



Signature



Signature

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

Stephen Drengson/Program Manager
Typed Name/Title

11-20-13
Date

10/30/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 46-0399408

Not Project Related

Project #13-135

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-135


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

Not Project Related

Project #13-135

		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: _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<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>			
<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>			
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 #13-135

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

COMPENSATION & RATE/FEE SCHEDULE

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

STANDARD PERSONNEL RATES

Category	Base Hourly Rates
Principal	\$115.00
Certified Safety Professional (CSP)	\$115.00
Certified Industrial Hygienist (CIH)	\$125.00
Geologist (CA Registered)	\$95.00
Engineer (CA Registered)	\$95.00
Program Manager	\$95.00
Senior Project Manager	\$85.00
Senior Engineer	\$85.00
Senior Geologist	\$85.00
Senior Industrial Hygienist	\$90.00
Project Industrial Hygienist	\$75.00
Project Engineer	\$75.00
Project Geologist	\$75.00
Project Scientist	\$75.00
Certified Asbestos Consultant (CA DOSH)	\$75.00
Project Manager	\$75.00
Trainer	\$75.00
Staff Industrial Hygienist	\$65.00
Staff Engineer	\$65.00
Staff Geologist	\$65.00
Certified Lead Project Designer (CA Registered)	\$55.00
Certified Lead Inspector/Assessor (CA Registered)	\$55.00
Certified Lead Project Monitor (CA Registered)	\$55.00
Certified Site Surveillance Technician (CA DOSH)	\$55.00
Technician III	\$65.00
Technician II	\$55.00
Technician I	\$45.00
Draftsperson / CADD	\$45.00
Clerical Staff	\$35.00

Not Project Related

Project #13-135

ASBESTOS

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	\$20.00	Immediate	\$20.00	Immediate	\$140.00
8 hours	\$15.00	8 hours	\$15.00	8 hours	\$125.00
24 hours	\$12.00	24 hours	\$12.00	24 hours	\$100.00
48 hours	\$9.00	48 hours	\$9.00	48 hours	\$75.00
3-5 days	\$9.00	3-5 days	\$9.00	3-5 days	\$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvac by TEM Chatfield Method Semi- Quantitative		Wipes/Microvac by TEM ASTM D- 5755 Quantitative	
Immediate	N/A	Immediate	\$200.00	Immediate	N/A
8 hours	N/A	8 hours	\$175.00	8 hours	N/A
24 hours	N/A	24 hours	\$175.00	24 hours	N/A
48 hours	N/A	48 hours	\$125.00	48 hours	N/A
3-5 days	\$100.00	3-5 days	\$125.00	5 days	\$200

LEAD

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	\$32.00	Immediate	\$40.00	24 hours	N/A	24-hours	\$125.00
8 hours	\$28.00	8 hours	\$35.00	2 days	\$100.00	2 days	\$100.00
24 hours	\$17.00	24 hours	\$30.00	3-5 days	\$84.00	3-5 days	\$84.00
48 hours	\$14.00	48 hours	\$25.00				
3-5 Days	\$10.00	3-5 Days	\$20.00				

Not Project Related

Project #13-135

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

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

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

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

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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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.

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

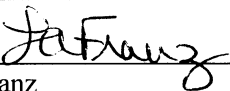
CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

Name: SEE LIST BELOW - ALL CLEARED

Title: _____

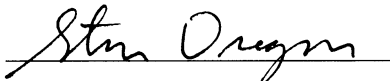
AND/OR

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

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

Date: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: 

By: STEPHEN DRENSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENSON SR PM
CARLOS GALDAMEZ SA PM
BARRY HIETT SA PM
ROBERT de la TORRE TECH
DAMON CARRIER TECH
RICHARD GARCIA TECH

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing

The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

1. Pre-Construction Services:

a. Asbestos-Related Consulting Services

- i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.
- v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.
- vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.
- vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

b. Lead Based Paint (LBP) and other Lead-Related Consulting Services

- i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

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- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
- v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

c. Hazardous Materials Consulting Services

- i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
- ii. The following items require sampling:
 - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
 - Mercury thermostats and light switches and fluorescent light tubes
 - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
 - Hydrocarbon-containing equipment (door closers)
 - Lead (lead-acid batteries)
 - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

d. Evaluation of Soil Conditions

- i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
- ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) and Department of Toxic Substances Control (DTSC) regulations.
- iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

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lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

- iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

2. Construction Phase:

- a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
 - i. Attend all necessary construction meetings during the course of abatement work
 - ii. Review abatement contractor submittals
 - iii. Provide on-site inspections with daily reports and photos of abatement work. Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
 - iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
 - v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
 - vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
 - vii. Complete written reports on all activities performed.
 - viii. Consultation on remedial action and contractor selection.
 - ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
 - x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
 - xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
 - xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

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xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

3. Close-out Phase:

- a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
- b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

4. Reports

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

- a. Assessment Reports, Abatement Plan, & Final Close-Out Report
 - i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
 - ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, and HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
 - iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
 - iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

5. Time

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

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observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

6. Accuracy Standards

Precision of all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional hazardous materials consultants licensed to practice in the State of California.

Not Project Related

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Cardno ATC ("ATC")

ATC has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of ATC, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Cardno ATC _____ Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. _____ Date

Oxnard School District _____ Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-135

Consultant/Vendor 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/31/2013

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue De Jean Suite 200 Lafayette LA 70508 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Co of the State of PA		19429
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Chartis Specialty Insurance Company		26883
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570051838093 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			CA 3582949 Auto (AOS)	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 2714604 Auto (MA)	09/30/2013	09/30/2014	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC039901297 WC _ AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

CERTIFICATE HOLDER Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville CA 94608 USA	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 <i>Aon Risk Services Southwest, Inc.</i>
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Holder Identifier: 570051838093 Certificate No : 570051838093

RECEIVED NOV 01 2013 CFW



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services, Inc.	
POLICY NUMBER See Certificate Number: 570051838093			
CARRIER See Certificate Number: 570051838093	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC - (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC - (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC - (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC - FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC - (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC - CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000
							Deductible	\$25,000
							SIR/Deduct	\$25,000

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/20/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Field Contract #FC-P16-04429 – West Coast Air Conditioning (Cline/Bhatia)

Proposals were solicited for Field Contract #FC-P16-04429, HVAC Unit Installation and Modification, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Wednesday, March 30, 2016. The scope of work involves the installation of a new HVAC Unit in the office of the CIO.

It is requested that the Board of Trustees award Field Contract #FC-P16-04429 to West Coast Air Conditioning, in the amount of \$7,650.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$7,650.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P16-04429, for the installation of a new HVAC unit in the office of the CIO, to West Coast Air Conditioning, in the amount of \$7,650.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P16-04429, West Coast Air Conditioning (3 Pages)

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 4/20/16, between **West Coast Air Conditioning** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Seven Thousand Six Hundred Fifty Dollars (\$7,650.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ****PER ATTACHED PROPOSAL DATED 3/30/16.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin April 23, 2016 & be completed by the end of the day May 31, 2016.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance Bond
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P16-04429</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>3/30/16</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Vince McGarry, Maintenance Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract 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 shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



WEST COAST AIR CONDITIONING

561-A Kinetic Drive • Oxnard, CA 93030
(805) 485-1410 • FAX (805) 981-7189
www.westcoast-air.com • STATE LIC. #710984

March 30, 2016

Oxnard School District
1055 South C Street
Oxnard, CA 93030
Vincent A. McGarry

Project: CIO Office - Ductless 2-ton split system
Location: 1051 South A Street, Oxnard

Quote #WC – 34206R1

Vincent,

West Coast Air Conditioning is pleased to present the following proposal options:


Provide and install (1) Mitsubishi 2-ton ductless split system with (1) indoor fan coil and (1) outdoor condensing unit for the CIO office. Once complete we will check for operation

- (1) **Mitsubishi** 2-Ton Mr. Slim 24 MBH model MSZ-GE24NA Wall mounted heat pump indoor fan coil Unit
- (1) **Mitsubishi** 2-Ton Mr. Slim 24 MBH model MUZ-GE24NA Heat Pump Condensing Unit 208/230-1-60
- Refrigeration line sets
- Condensate pump
- Thermostat
- Check for operation
- Prevailing Wages / Off working hours / Tax

Seven Thousand Six Hundred Fifty Dollars: \$7,650.00

Exclusions: off hours, extra parts or stock, patching, coring, cutting, notching, framing, stainless / PVS steel, sheet metal / lead flashing, welding or welded steel, fau platforms, multiple unit interconnection, plan check fees, energy calculations, design drawings, bond & permits.

Payment is due in full within thirty (30) days.

Authorized
Signature: 
Greg Hellmann, Project Manager & Estimating

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Acceptance of Proposal: _____ Print Name: _____

Date: _____ Signature: _____

If this proposal is satisfactory, please sign and return a copy to our office. Thank You!

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/Lisa Cline

Date of Meeting: 04/20/2016

- 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 Form of Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions and Delegation of Authority to Superintendent to Execute the Agreement (Morales/Cline/CFW)

At its last regularly scheduled meeting, the Board of Trustees adopted a resolution declaring its intention and commitment to acquire a twenty-five-acre site at the corner of Doris Avenue and Patterson Road. In the same resolution, the Board authorized District staff to make an offer to the property owners in conformance with Section 7267.2 of the Government Code. A formal offer was made to the property owners on March 18, 2016.

The District staff is negotiating the purchase price for the property in question. The parties have exchanged the attached form of agreement to be used for the purchase and sale of the property as well as the instructions for creating an escrow for the transaction.

It is recommended that the Board of Trustees approve the attached form of the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions to be executed by the Superintendent subject to the agreement of a price within authority delegated to the Superintendent.

FISCAL IMPACT

The proposed Agreement contemplates the acquisition of twenty-five acres on the corner of Doris Avenue and Patterson Road. The purchase price is being negotiated between the parties and will be funded from Certificates of Participation that have been recently issued for this purpose. The District contemplates that a portion of the purchase price will be reimbursed through the State's School Facilities Program (SFP) and the remainder through a combination of developer fees, a potential future Community Facilities District (CFD) or a future general obligation bond.

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 attached form of Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions and authorize the Superintendent to execute the Agreement consistent with the authority delegated to him by the Board of Trustees.

ADDITIONAL MATERIAL(S):

Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (23 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***

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into as of _____, 2016 (“Effective Date”), by and between TEAL CLUB, a California corporation (“Seller”), and the OXNARD SCHOOL DISTRICT, a California public school district (“Buyer”), with reference to the Recitals set forth below. This Agreement shall also constitute the joint escrow instructions of Buyer and Seller to [TITLE INSURANCE COMPANY] (“Escrow Holder”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller upon the terms and conditions set forth in this Agreement.

B. The Land consists of approximately 25 acres located in the County of Ventura (“County”), State of California.

C. The Parties desire to enter into this Agreement to document the purchase and sale of the Property between Seller and Buyer pursuant to all of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

AGREEMENT

1. Purchase and Sale of Property. Seller hereby exclusively agrees to sell, grant and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the hereinafter collectively described Property:

1.1 Real Property. That certain land located in the County of Ventura, State of California, and more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Land”), together with any and all easements, rights-of-way, privileges, rights and appurtenances, improvements, personal property benefiting, appertaining or belonging to the Land, including, without limitation, any and all streets and roads (whether opened or proposed) abutting the Land, riparian rights, water or water rights and stock evidencing any such water rights, and/or oil, gas or other minerals laying under the Land (collectively, the “Real Property”);

1.2 Personal Property. All of Seller’s right, title and interest in and to any tangible personal property, if any, owned by Seller that is currently placed or installed on or about the Real Property and used in connection with the development, use, ownership, operation, management, maintenance and/or repair of the Real Property (collectively, the “Personal Property”); and

1.3 Intangible Property. All of Seller's right, title and interest in and to any intangible personal property, if any, arising out of the Real Property and/or development entitlements related to the Real Property, including, but not limited to, all applications, reports, studies, permits, licenses, plans, maps, site plans, drawings, specifications, surveys, consultant work product, warranties, guaranties, agreements, contracts, development agreements, utility rights, development rights, approvals, entitlements, indemnities, claims, third party claims (including claims against previous owners or developers of the Real Property, any contractors, subcontractors, consultants or other suppliers of materials or services with respect to the Real Property), actions or defenses, prepaid development fees, credits, deposits, sewer credits, rights of reimbursement, governmental permits, certifications, licenses, variances, specific plan amendments, general plan amendments, maps, negative declarations, environmental impact reports, CEQA findings and determinations, will serve letters and all similar rights related to the Real Property, whether granted by governmental or quasi-governmental authorities or private persons or entities (collectively, the "Intangible Property").

The Real Property, Personal Property and any Intangible Property are collectively hereinafter referred to as the "Property". Buyer shall not assume any liabilities or obligations relating to the Property unless expressly provided in this Agreement.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be _____ and No/100 Dollars (\$_____). The Purchase Price shall be payable upon the Close of Escrow (as hereinafter defined) in accordance with the following procedures:

2.1 Payment of Purchase Price. At least one (1) business day prior to the Close of Escrow (as hereinafter defined), Buyer shall deposit into Escrow (as defined below) the Purchase Price, less any amounts previously transferred or credited to Escrow to be applied against the Purchase Price (plus any interest accrued and credited to such cash amounts actually deposited into Escrow and to be applied against the Purchase Price) (collectively, the "Deposit"). If Escrow does not close, the Deposit, less any amounts released hereunder, plus interest accrued thereon shall be applied as hereinafter provided in this Agreement.

3. Title.

3.1 Preliminary Title Report. Buyer shall order from [Title Insurance Company] ("Title Company"), for delivery to Buyer and Seller a current preliminary title report pertaining to the Real Property, together with complete and legible copies of all documents relating to the title exceptions and other matters referred to in such preliminary title report and a color-coded map plotting all easements referenced in such preliminary title report (collectively, the "Preliminary Title Report").

3.2 Survey. Buyer may obtain an ALTA survey for the Property (the "Survey") prepared by an engineer selected by Buyer in its sole discretion; provided that Buyer shall pay for the cost of such Survey.

3.3 Title and Survey Exceptions. On or before the date that is _____ (___) days following the Effective Date, Buyer shall notify Seller in writing ("Title Objection Notice")

of any title exceptions identified in the Preliminary Title Report and/or Survey that Buyer disapproves in its sole and absolute discretion (“Title Objections”). Subject to Section 3.4 below, any exception shown on the Preliminary Title Report that is not listed as a Title Objection in the Buyer’s Title Objection Notice will be deemed approved by Buyer and shall constitute a “Permitted Exception” hereunder. Buyer and Seller hereby agree that all non-delinquent property taxes and assessments as of the Closing shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby disapproves all deeds of trust, delinquent taxes and assessments and other monetary liens affecting the Land (other than liens for non-delinquent property taxes and assessments as described above) and Seller hereby covenants to cause all such disapproved liens to be satisfied at Seller’s sole cost and expense (including all prepayment penalties and charges) before or concurrently with the Close of Escrow from sales proceeds or otherwise. If Buyer fails to timely provide a Title Objection Notice, the Buyer shall be deemed to have approved all title exceptions identified in the Preliminary Title Report. Seller shall have a period of ten (10) days following its receipt of the Title Objection Notice within which to notify Buyer in writing (“Title Objection Response”) of its agreement to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection. In the event that Seller is not willing to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection, Buyer shall elect, prior to the expiration of the date that is five (5) days after Buyer’s receipt of the Title Objection Response, to either (i) waive its disapproval of such exception, in which case such exception shall then be deemed to be a Permitted Exception, or (ii) terminate its obligation to purchase the Property. In the event Buyer elects to terminate its obligation to purchase the Property in accordance with this Section 3.3, any Deposits shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer’s obligation to purchase, and Seller’s obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement.

3.4 Additional Exceptions. In the event of any supplement to or update of the Preliminary Title Report, or if the Survey discloses additional title exceptions (other than any resulting from Buyer’s activities on the Property), Buyer shall have an additional ten (10) day period following Buyer’s receipt of such supplement or update to approve or disapprove such item in its sole and absolute discretion. Any disapproval will be subject to the same notice/response provisions and right to a refund of the Deposits as set forth in Section 3.3 above.

4. Due Diligence Investigations.

4.1 Physical Inspections. Subject to compliance with the terms and conditions set forth below, from the Effective Date until the Closing, Buyer and Buyer’s agents, employees, contractors, consultants and representatives (collectively, “Buyer’s Agents”) shall be entitled to enter onto the Property to perform a complete review of the Property and all matters related to the Property as Buyer determines is necessary in Buyer’s sole and absolute discretion and to perform any inspections, investigations, and tests of the Property, including but not limited to, geotechnical soil borings, test pits, physical inspections and other environmental tests of the Property, all at Buyer’s sole cost and expense. In connection with Buyer’s entry on the Property Buyer shall comply with all of the following:

(a) Buyer shall keep the Property free and clear of all liens arising out of Buyer's and Buyer's Agents activities conducted upon the Property.

(b) Buyer or Buyer's Agents prior to entering the Property shall provide Seller with a certificate of general liability insurance, with a combined single limit of liability not less than One Million Dollars (\$1,000,000.00).

(c) Buyer, at Buyer's sole cost, shall repair all damage or injury caused by Buyer or Buyer's Agents in connection with any such inspection or entry and shall return the Property to the condition existing prior to such entry, but excluding any latent defects or hazardous materials discovered by Buyer during its investigation of the Property.

4.2 Review of Due Diligence Materials. Within five (5) days following the Effective Date, Seller shall, to the extent the same are within Seller's possession or control, deliver to Buyer copies of all agreements, documents, materials or information relating to the Property, including, without limitation, consultant contracts, Phase I and Phase II reports, engineering studies, improvement plans, consultant reports, ALTA surveys, appraisals, market research, financial projections and site and landscape plans (collectively, the "Due Diligence Materials"). During the period commencing on the Effective Date until the Closing, Buyer and Buyer's Agents shall have the right to review the Due Diligence Materials, and any other materials or matters Buyer in its sole and absolute discretion may elect to obtain and review with respect to the Property. Buyer and Buyer's Agents shall also be entitled to inspect, during Seller's regular business hours, all documents in Seller's possession or control relating to the Property that have not previously been delivered to Buyer. Seller shall assist Buyer in locating any such documents. In the event Buyer terminates this Agreement prior to Closing, Buyer shall return all Due Diligence Materials provided by Seller to Buyer.

4.3 Due Diligence Notice. Buyer shall have the absolute right, during the period commencing on the Effective Date and expiring at 5:00 p.m. California time on the date that is _____ (____) days following the Effective Date (the "Due Diligence Period"), to elect to approve or disapprove, in Buyer's sole discretion, the suitability of the Property for Buyer's intended purposes. In the event Buyer (for any reason or no reason) disapproves of the Property, Buyer may terminate its obligation to purchase the Property by delivering written notice ("Disapproval Notice") of its disapproval of the Property to Seller at any time prior to the expiration of the Due Diligence Period, in which case the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. In the event that Buyer elects in its sole and absolute discretion to approve all matters relating to the Property, then prior to the expiration of the Due Diligence Period, Buyer shall deliver written notice ("Approval Notice") of its approval of the Property to Seller.

5. Conditions Precedent. The following shall be the conditions precedent to the Parties' obligations to consummate the purchase and sale transaction contemplated herein:

5.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for

herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Buyer and may only be waived by Buyer in writing:

5.1.1 Owner's Policy. Title Company shall be irrevocably committed to issue, at the Closing, its standard coverage owner's title insurance policy, and provided Buyer provides the Survey to the Title Company (in a form that meets the Title Company's reasonable requirements), its extended coverage ALTA Owner's Title Insurance Policy (2006 Form) in a form satisfactory to Buyer, with liability equal to the Purchase Price, showing fee title to the Property vested in Buyer, free and clear of any and all tenancies and/or rights of third parties affecting all or any portion of the Property, subject only to the Permitted Exceptions (the "Owner's Policy").

5.1.2 Due Performance. Seller shall not be in material default under this Agreement, and shall have duly performed each and every material covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.1.3 Seller's Representations and Warranties. Each representation and warranty made in this Agreement by Seller shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.1.4 Condemnation. This Agreement shall not have been terminated by Buyer as a result of any condemnation or threatened condemnation of the Property as described in Section 16 hereof.

5.1.5 Consents. Seller has obtained and delivered to Buyer all of the necessary consents required by Section 6.5 below.

5.1.6 Subdivision Map Act. The Land shall consist of separately conveyable legal parcels, complying with the California Subdivision Map Act. Buyer cannot waive this condition.

5.1.7 Seller Deliveries. Seller shall have delivered to Escrow Holder the items described in Section 7 hereof.

5.1.8 No Pending Action. There shall exist no pending or, to the Seller's knowledge, threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller that would materially and adversely affect the Seller's ability to unconditionally perform its obligations under this Agreement.

5.1.9 Condition of Property. There shall have been no material adverse change in the physical or environmental condition of the Property which was not caused by Buyer.

5.2 Buyer's Waiver of Conditions. Buyer may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Buyer's obligations under Section 5.1 (other than the condition precedent set forth in Section 5.1.6 above) or otherwise and consummate the sale, but any such waiver shall be effective only if

contained in a writing signed by Buyer and delivered to Seller. In the event any of the conditions precedent for the benefit of Buyer that are contained in this Agreement are not fulfilled and satisfied in any material respect, then in addition to any other rights or remedies Buyer may have, Buyer may terminate its obligation to purchase the Property, and (a) the Deposits and all accrued interest thereon shall immediately be returned to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, (b) Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and (c) neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. Any termination of this Agreement due to a default by Seller shall not be a limitation on Buyer's remedies.

5.3 Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction, in Seller's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing:

5.3.1 Buyer Deliveries. Buyer shall have delivered to Escrow Holder the items required to be delivered by Buyer pursuant to Section 8 hereof.

5.3.2 Due Performance. Buyer shall not be in default under this Agreement and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.3.3 Buyer's Representations and Warranties. Each representation and warranty made in this Agreement by Buyer shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.3.4 Subdivision Map Act. The Land shall consist of separately conveyable legal parcels, complying with the California Subdivision Map Act. Seller cannot waive this condition.

5.4 Seller's Waiver of Conditions. Seller may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Seller's obligations under Section 5.3 (other than the condition precedent set forth in Section 5.3.4 above) or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

6. Covenants During Escrow. From the Effective Date until the earlier of the Closing or the termination by Buyer or Seller of its obligation to complete the transfer of the Property, Buyer and Seller, as applicable, covenant and agree to the following:

6.1 Operation of the Property Prior to Close of Escrow.

6.1.1 Affirmative Covenants. Seller shall (i) pay all taxes and assessments with respect to the Property prior to delinquency, (ii) maintain and operate the Property in its current condition, (iii) maintain property and liability insurance related to the Property at the level and with the insurance companies that Seller currently maintains, and (iv) comply with all federal, state, local and other laws, ordinances, rules, regulations and orders

affecting or governing the use, occupancy, ownership or maintenance of the Property and promptly furnish Buyer with copies of any and all written notices or communications that it receives from any person, tenants, lenders or governmental or quasi-governmental entities regarding any violation or claim of violation by Seller of any such laws.

6.1.2 Negative Covenants. Seller shall not, except as otherwise specifically permitted or required pursuant to this Agreement, or as otherwise agreed or permitted by Buyer in writing in Buyer's sole and absolute discretion, (i) grant, create or allow the creation of any easement, right-of-way, encumbrance, lien, restriction, right of occupancy or assessment affecting the Property or otherwise cause or permit any other change to the state of title with respect to the Property, (ii) amend, extend or otherwise modify the terms of any existing lease, easement, right-of-way, encumbrance, lien, restriction or assessment that affects the Property; (iii) sell, transfer or otherwise convey or terminate, amend or otherwise modify any Intangible Property, (iv) enter into any further or amend any existing agreements, contracts, leases or rights of occupancy with respect to the Property, (v) default under any contract, agreement, lease or obligation with respect to the Property, (vi) cause or permit any Hazardous Materials (as defined in Section 12.1.8 below) to be stored, released, discharged or generated on the Property, or (vii) cause or permit any material changes to the physical condition of the Property.

6.2 Meeting with Governmental Authorities. Seller shall not amend, modify, terminate or abandon any of the existing entitlements or any related applications or approvals for the Property without Buyer's prior written consent. Buyer may meet with (a) the City of Oxnard, County and any other governmental or quasi-governmental entities or agencies (collectively, the "Governmental Authorities"); and (b) all other consultants, contractors persons or entities with whom Seller engaged or contracted with for the design, development, construction, use or operation of the Property. Buyer shall have the exclusive right, at its sole cost and expense, to seek and process all applications, improvement plans, drawings and specifications, site plans, permits (including 401, 404 and 1603 environmental permits), licenses, maps, zoning changes, specific plans, amendments, general plan amendments, entitlements, approvals, agreements, documents and other instruments, and any modifications or changes thereto that Buyer deems necessary or appropriate to obtain approval from any Governmental Authorities for the design, development, construction, use, and operation of Buyer's proposed project on Property (the "Project"), all on terms and conditions that are acceptable to Buyer in its sole and absolute discretion.

6.3 Termination of Leases. If any lease, licenses or occupancy rights exist with respect to the Property, Seller hereby covenants at its sole cost and expense to terminate any such leases, licenses or rights so that Seller can deliver exclusive possession of the Property to Buyer at Closing free of any lease, license or occupancy rights.

6.4 Additional Disclosures. Seller shall promptly advise Buyer in writing of any material adverse change in the condition of any of the Property, the occurrence of any event or the discovery of any fact which would render any representation or warranty of Seller to Buyer in this Agreement untrue or materially misleading, and any written notice or other communication from any Governmental Authority or third person alleging that the consent of

such third person is or may be required in connection with the transactions contemplated by this Agreement.

6.5 Seller Contracts. Seller shall cause any and all charges, fees, costs or expenses that have accrued under any contracts or agreements relating to the Property to which Seller is a party (“Contracts”), if any, to be paid in full on or prior to the Close of Escrow. Prior to the Close of Escrow, Seller at its sole cost and expense shall obtain and deliver to Buyer unconditional written consents to assignment and reliance in favor of Buyer, for transfer of the Intangible Property, if any, and any Contracts, if any, executed by the necessary party thereto. This Section shall survive the Close of Escrow.

7. Seller’s Closing Deliveries. Not less than one (1) business day prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Holder the following items:

7.1 One (1) fully-executed and acknowledged grant deed conveying the Real Property in the form attached hereto as Exhibit “B” (“Grant Deed”) with all documentary transfer tax information disclosed on a separate declaration, which shall be affixed to the Grant Deed by the Escrow Holder after recordation thereof;

7.2 A Certificate of Non-Foreign Status duly executed by Seller certifying that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, together with the equivalent California form (Form 593-C) confirming that Seller is not subject to withholding of any portion of the Purchase Price by Buyer pursuant to the California Revenue & Taxation Code (collectively, the “Non-Foreign Affidavits”);

7.3 One (1) fully executed original of a bill of sale and assignment agreement (the “Assignment”) conveying to Buyer the Personal Property, if any, and Intangible Property, if any, in the form attached hereto as Exhibit “C”; and

7.4 Any other document, instrument or agreement necessary to consummate the transactions contemplated herein reasonably requested by Buyer or Escrow Holder.

8. Buyer’s Closing Deliveries. On or prior to the Closing Date, Buyer shall deliver to Escrow Holder the following items:

8.1 The balance of the Purchase Price; and

8.2 Any other documents, instruments or agreements necessary to consummate the transactions contemplated herein reasonably requested by Seller or Escrow Holder.

9. Escrow and Closing.

9.1 Escrow Instructions. When this Agreement or counterparts hereof shall have been executed by Seller and Buyer and delivered to Escrow Holder, it shall constitute Escrow Holder’s escrow instructions. Any standard form escrow instructions submitted by Escrow Holder or any other clarification or addition to the instructions contained herein shall,

when executed by Buyer and Seller, constitute additional escrow instructions. In the event of any conflict between such additional instructions and this Agreement, the terms of this Agreement shall prevail.

9.2 Closing. The “Close of Escrow” or “Closing” means the date on which the Grant Deed conveying title to the Property to Buyer is recorded. The Close of Escrow shall occur on or before _____ (the “Closing Date”).

9.3 Close of Escrow. Provided that Escrow Holder shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Close of Escrow or of the termination of the Escrow, and if and when Buyer and Seller have deposited into Escrow the funds and documents required by this Agreement, and Title Company is irrevocably committed to issue the Owner’s Policy concurrently with the Close of Escrow, Escrow Holder shall:

9.3.1 Record Documents. Cause the Grant Deed to be recorded in the Official Records of the County in which the Property is located (provided that the documentary transfer tax will be indicated on a separate statement that will not be recorded if permitted by law);

9.3.2 Deliver to Buyer. Immediately upon the recording of the Grant Deed, deliver to Buyer: (i) a conformed copy of the Grant Deed; (ii) the Non-Foreign Affidavits; (iii) fully-executed originals of the Assignment; (iv) any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer hereunder; and (v) the Owner’s Policy issued by Title Company.

9.3.3 Deliver to Seller. Immediately upon the recording of the Grant Deed, deliver to Seller the balance of the Purchase Price, after satisfying the closing costs, prorations and adjustments to be paid by Seller pursuant to this Agreement.

9.4 Real Estate Reporting Person. Escrow Holder is hereby instructed to comply with all applicable Federal, state and local reporting and withholding requirements relating to the close of this transaction. Escrow Holder is hereby designated the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall, in addition to complying with any applicable state and local requirements, file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

10. Closing Costs. Buyer shall pay (i) one-half (1/2) of Escrow Holder’s escrow fee; and (ii) any charges for extended title coverage and any additional title endorsements requested by Buyer (other than those payable by Seller as provided in this Section 10 below). Seller shall pay (i) one-half (1/2) of Escrow Holder’s escrow fee; (ii) all of the city, county and/or other documentary transfer stamps, taxes and/or fees; (iii) Title Company’s charges for the Owner’s Policy; and (iv) the cost of recording the Grant Deed. Seller shall pay for all of Title Company’s charges for endorsements to the Owner’s Policy required to cure Title Objections that Seller has

agreed to cure pursuant to Section 3 hereof. All other closing costs and charges shall be paid by the Parties in accordance with the customary practice in the County. The foregoing provisions of this Section notwithstanding, should the obligations of Buyer to purchase, and Seller to sell, the Property be terminated in accordance with this Agreement, Buyer and Seller shall each pay one-half (1/2) of the cost of the escrow cancellation fees and other amounts due Escrow Holder and the Title Company; provided, however, that should this Escrow be terminated as a result of the default by one of the Parties hereto, the defaulting Party shall pay the entire amount of the cancellation fees and other amounts due Escrow Holder and the Title Company, and the non-defaulting Party shall have no liability therefor. Buyer and Seller shall each pay their own attorneys' fees in connection with the preparation and negotiation of this Agreement and in connection with the consummation of the transactions contemplated hereby.

11. Prorations. All non-delinquent taxes and assessments applicable to the Property, including, without limitation, all property taxes and assessments shall be prorated as of the Close of Escrow on the basis of the actual number of days of the month that have elapsed as of the Close of Escrow and based upon a three hundred sixty-five (365) day year. With respect to prorations related to real property taxes and assessments, the basis for said proration shall be the amount shown for real property taxes and assessments in the most recent installment for the fiscal year in which the Close of Escrow occurs. If no installment for the fiscal year in which Close of Escrow occurs is available, Buyer and Seller shall reasonably estimate such installment which shall be used to prorate taxes and assessments. No adjustment shall be made for any change in the real property taxes and assessments occurring by virtue of the sale of the Property to Buyer. The amount of such prorations shall be subject to adjustment in cash after the Close of Escrow outside of Escrow as and when complete and accurate information becomes available, if such information is not available on the Closing Date. Seller and Buyer agree to cooperate and use their best efforts to make such adjustments prior to ninety (90) days after the Close of Escrow.

12. Representations and Warranties.

12.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer (which Buyer is relying upon), which representations are true in all respects as of the date hereof and as of the Closing. Seller shall notify Buyer in writing immediately if Seller becomes aware that any representation or warranty has become untrue or misleading in light of information obtained by Seller after the Effective Date.

12.1.1 Due Authorization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Seller has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Seller have been duly authorized by the requisite action on the part of Seller, and no other authorization or consent is required therefor. No approvals, authorizations or consents of any public body or any other person or entity (except for those already obtained) are necessary in connection with this Agreement or the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, and is enforceable in accordance with its terms against Seller,

subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

12.1.2 Title. Seller is the sole owner of the entire right, fee title and interest in and to the Property with full right to convey the same, and without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property. There are no obligations in connection with the Property that will be binding upon Buyer or affect the Property after the Close of Escrow and there are no assessments or bonds assessed or proposed to be assessed, against the Property, except matters that are set forth in the Preliminary Title Report. There are no conflicts in boundary lines, encroachments or easements not disclosed by public records or litigation involving the Property which have not previously been disclosed by Seller to Buyer.

12.1.3 Eminent Domain. There are no existing, proposed, threatened or contemplated eminent domain proceedings that would affect the Property in any way whatsoever.

12.1.4 Litigation. There is no adverse claim, litigation or administrative proceeding or investigation pending or, to the Seller's knowledge, threatened, that does or will affect the Property.

12.1.5 Violations of Law. The ownership of the Property does not violate any ordinance, rule, law, regulation, requirement or order of any governmental or quasi-governmental authority or any agency, body or subdivision thereof and no investigation has been commenced or is contemplated respecting such possible violation. No notices of any violation of governmental regulations, ordinances or laws relating to the Property have been received by Seller or entered against Seller, and no such violations exist.

12.1.6 Violation of Agreements. Neither this Agreement nor anything provided to be done hereunder, including, but not limited to, the transfer, assignment and sale of the Property, violates or shall violate any contract, agreement or instrument to which Seller is a party or that affects the Property or any part thereof.

12.1.7 Defaults. Seller is not in default under, nor has Seller received, any notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any agreement, obligation, liability, covenant, condition, restriction, easement, encumbrance or any entitlement or governmental approval or requirement pertaining to any of the Property.

12.1.8 Hazardous Materials. The Property, including subsurface soil and ground water, does not now contain nor, in the past has contained any Hazardous Materials in violation of applicable law. The ownership, operation, use or condition of the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, Hazardous Materials or environmental protection. Seller has not received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, storage, release, treatment or disposal of any Hazardous Materials or other environmental conditions on, at, under or about the

Property. Neither Seller nor any other person has generated, manufactured, stored, treated or disposed of Hazardous Materials on, into, over, under or from the Property. The Property (a) does not contain any underground treatment or storage tanks or water, gas or oil wells or any other underground improvements related to Hazardous Materials, (b) has not been used in any way which has been alleged by any party to violate any federal, state or local law, ordinance or regulation relating to industrial hygiene, Hazardous Materials or environmental protection, and/or (c) is not on any "Superfund" list under any applicable environmental law or is subject to any lien relating to any environmental matters. As used herein, "Hazardous Materials" shall mean any "Hazardous Material", "Hazardous Substance", "Pollutant" or "Contaminant", "Petroleum" and "Natural Gas Liquids" as those terms are defined or used in Section 101 of CERCLA or any substance which is defined as a hazardous material, hazardous waste, or hazardous substance in any federal, state or local law, rule or regulation, and any other substance regulated because of its affect or potential affect on public health or the environment, including, but not limited to, any radioactive substance, hydrocarbons, industrial solvents, metals, flammable materials, explosives or other hazardous substance or toxic material, which could presently or at any time in the future cause a detriment to or impair the value or beneficial use of the Property or constitute or cause a health, safety or environmental hazard on the Property or to any person who may enter on the Property, or which may require remediation at the behest of any governmental authority.

12.1.9 Bankruptcy. No attachments or execution proceedings and no assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller or concerning all or part of the Property, nor are any of such proceedings contemplated by Seller, nor has Seller ever been a debtor under any case commenced under the United States Bankruptcy Code. Seller has not been insolvent for the last one hundred twenty (120) days preceding the Effective Date.

12.1.10 Other Property Matters. There are (i) no agreements, written or oral, under which Seller is or could become obligated to sell, convey, transfer or lease the Property, or any portion thereof or any right, title or interest therein, to a third party, (ii) no liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies or materials which may affect title to or use of the Property after the Closing; (iii) no adverse or other parties in possession of all or any portion of the Property and no party other than Seller and Buyer has any right thereto or to the use of the Property; (iv) no encroachments of improvements from the Property onto the property of others or by others onto the Property; and (v) no moratoriums, initiatives or legislation affecting the Property (and Seller has not received any notice of any being contemplated).

12.1.11 No Bonds. Seller has not posted any bonds or other collateral with any governmental authorities to secure performance of any obligations with respect to the development of the Property.

12.1.12 Due Diligence Materials. The Due Diligence Materials delivered to or inspected by Buyer pursuant to the terms hereof are complete and true and correct copies of such documents or original counterparts thereof and Seller is aware of no material inaccuracy in or material misrepresentation of the matters contained therein and the Due

Diligence Materials are all the material documents and information in Seller's possession or control relating to the Property.

12.1.13 Fee Credits. Seller does not own or have rights to any fee credits, or reimbursements from any Governmental Authority that are not being assigned to Buyer.

12.1.14 Agreements Affecting the Real Property. Except as shown in the Preliminary Title Report, there are no commitments to or agreements with any federal, state or local governmental agencies, public utilities, predecessor owners, adjacent landowners or other parties affecting the Real Property, which would impose any improvement, financial or other, obligations on Buyer.

12.1.15 Consultant Agreements. All amounts payable by Seller pursuant to any contract or agreement affecting the Property have been and will continue to be paid on a current basis. Buyer will have no obligation or liability with respect to any such contracts or agreements following the Close of Escrow unless and except to the extent that Buyer specifically elects to assume the same.

12.1.16 Offsite Improvements. Except as set forth in the Due Diligence Materials, there are no requirements imposed against the Property imposing any obligations on the owner thereof to construct any offsite improvements as a condition to the development of the Property or otherwise.

12.1.17 Foreign Person. Seller warrants that no individual or entity which, under the terms of this Agreement, will transfer United States Real Property Interests, as defined in Section 897(c) of the Internal Revenue Code, is a "foreign person" with the meaning of Section 1445(f) of the Internal Revenue Code. Seller agrees to execute and deliver through escrow, prior to the Close of Escrow, any affidavit required by Buyer verifying the warranty specified in this paragraph.

12.1.18 No CFD. Except as set forth in the Preliminary Title Report, to Seller's actual knowledge there are no community facilities districts, landscape maintenance districts or similar special assessment districts pending with respect to the Property.

12.1.19 Anti-Money Laundering. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders").

12.1.20 Prohibited Transactions. Seller (a) is not listed on the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (b) is not a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is not or has not

engaged in any dealings or transactions with any Forbidden Entity. A “Forbidden Entity” is defined as (i) the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan (each, a “Prohibited Country”) and any of their agencies, including, but not limited to political units and subdivisions (each, a “Prohibited Government”); and (ii) any company that (A) is wholly or partially managed or controlled by a Prohibited Government, (B) is established, organized under, or whose principal place of business is in any Prohibited Country, or (C) has failed to submit an affidavit following request therefore averring that it does not own or control any property or asset in and has not and does not transact business with any Prohibited Country. For purposes of this Section, a “company” is any entity whether publicly traded or privately owned capable of affecting commerce, including, but not limited to, a government, government agency, natural person, legal person, sole proprietorship, partnership, firm, corporation, subsidiary, affiliate, franchisor, franchisee, joint venture, trade association, financial institution, utility, public franchise, provider of financial services, trust, or enterprise and any association thereof.

12.2 Representations and Warranties of Buyer. Buyer hereby makes the representations and warranties set forth in this section for the benefit of Seller and its successors and assigns. Buyer shall notify Seller in writing immediately if Buyer becomes aware that any representation or warranty has become untrue or misleading in light of information obtained by Buyer after the Effective Date.

12.2.1 Authority. Buyer is a California public school district. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by the requisite action on the part of Buyer, and no other authorization or consent is required therefor. No approvals, authorizations or consents of any public body or any other person or entity (except for those already obtained) are necessary in connection with this Agreement or the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Buyer, and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

12.2.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer do not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a part or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at the Close of Escrow.

12.2.3 Litigation. There are no claims, actions, suits or proceeding continuing, pending or to Buyer’s actual knowledge, threatened, which would materially adversely affect Buyer or this transaction.

13. As-Is Sale. Except with respect to (i) the covenants, representations, and warranties set forth in this Agreement or as otherwise expressly provided in this Agreement and (ii) any loss, damage, injury, liability, claim, expense or demand arising out of (a) this

Agreement or any documents entered into by Buyer and/or Seller in connection therewith, (b) the gross negligence, willful misconduct or fraud of Seller, (c) the presence, release or discharge of any Hazardous Materials in, at, about or under the Property caused or permitted by Seller, and (d) any claims against Seller relating to claims by third parties made against Buyer to the extent such claims are based upon actions, omissions or occurrences of Seller prior to the Closing (collectively, the "Excluded Claims"), Buyer does hereby acknowledge and agree that Buyer is purchasing the Property in an "as-is, where is, with all faults" condition as of the Closing. Except as set forth in this Agreement, Seller has made no representations or warranties regarding the Property, Buyer shall have undertaken all such inspections and examinations in connection with the Property as Buyer deems necessary or appropriate under the circumstances (including, without limitation, the physical and environmental condition of the Property, the zoning of the Property, the Property's compliance with applicable laws, the condition of any improvements on the Property, and the availability or lack thereof of entitlements for the development and use of the Property), and that based upon the same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice of its agents, consultants, contractors, vendors and representatives. Except as set forth in this Agreement, neither Seller nor any representative, member, agent, employee, property manager, broker, principal, partner, affiliate or consultant of Seller is making or has made any warranty or representation (either express or implied) with respect to all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter purchase the Property or for any other purpose. Except with respect to the covenants, representations, and warranties set forth in this Agreement or as otherwise expressly provided in this Agreement or with respect to the Excluded Claims, Buyer hereby expressly disclaims (on behalf of itself and any party affiliated with or related to Buyer) any and all Seller representations and warranties (either express or implied).

14. Further Assurances. Seller will, whenever and as often as it shall be requested by Buyer, and Buyer will, whenever and as often as it shall be requested by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so reasonably requested in order to carry out the intent and purpose of this Agreement, including, without limitation, execution of any easement agreements with adjacent real property owners reasonably necessary for the development of the Property.

15. Earthquake or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed or materially damaged by earthquake, flood, landslide, or other casualty prior to the Closing Date, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder. If this Agreement and the Escrow are terminated by Buyer by

written notice delivered to Seller and Escrow Holder during such ten (10) business day period as provided above, then, notwithstanding the provisions of Section 10 above, Buyer shall pay all Escrow cancellation charges, and the Deposits and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, less cancellation charges, shall be returned to Buyer.

16. Condemnation. If before the Close of Escrow, all or any portion of the Property is subject to an actual or threatened taking by a governmental or quasi-governmental entity or public authority, by the power of eminent domain or otherwise, Buyer shall have the right, exercisable by giving written notice to Seller within fifteen (15) days after Buyer's receipt of written notice from Seller of such taking to either (a) to terminate its obligation to purchase the Property, in which case the Deposits shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement, or (b) to accept the applicable portion of the Property in its then existing condition, in which case, all condemnation awards shall be paid or assigned to Buyer. If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such condemnation award without Buyer's prior written consent.

17. Default and Remedies.

17.1 Buyer Default; Liquidated Damages. BUYER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT OR BREACH HEREUNDER BY BUYER (INCLUDING, WITHOUT LIMITATION, ANY DEFAULT OR BREACH BY BUYER AFTER EXERCISE OF THE OPTION BY BUYER WHICH RESULTS IN THE FAILURE OF ESCROW TO CLOSE), AND SUCH DEFAULT CONTINUES FOR TEN (10) DAYS AFTER BUYER HAS RECEIVED WRITTEN NOTICE THEREOF, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY BUYER, \$10,000.00 IS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, SUCH DAMAGES INCLUDING COSTS OF NEGOTIATING AND DRAFTING OF THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER UPON BUYER'S DEFAULT, OPPORTUNITY COSTS IN, AND CARRYING COST ASSOCIATED WITH, KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. ACCORDINGLY, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, WHETHER AT LAW OR IN EQUITY, BUYER AND SELLER AGREE THAT THE SUM OF \$10,000.00 SHALL BE THE SOLE DAMAGES OF SELLER IN THE EVENT OF ANY BREACH OR DEFAULT BY BUYER HEREUNDER.

SELLER'S INITIALS

BUYER'S INITIALS

17.2 Seller Default. In the event of a default by Seller under this Agreement, Buyer shall have all rights and remedies available at law or in equity, including, without limitation, the right to specific performance.

17.3 Notice and Cure. Notwithstanding anything contained in this Agreement to the contrary, if a party is in breach under this Agreement (“Defaulting Party”) the other Party shall have no right to terminate this Agreement or pursue any other remedy for such default unless such default remains uncured by 5:00 p.m. California time on the date that is three (3) business days after the Defaulting Party’s receipt of written notice of such breach or default from such other Party.

18. Miscellaneous Provisions.

18.1 No Waiver. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

18.2 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe or define the provisions in the portions of the Agreement to which they pertain. Each Party hereto, and counsel for each Party hereto, has reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement. This document shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail but the provision of this document that is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

18.3 Merger/Integration. The Parties intend this paragraph to be a conclusive recital of fact pursuant to Section 622 of the California Evidence Code. This Agreement and the Exhibits attached hereto supersede any prior agreement, oral or written, and contain the entire agreement between the Parties on the subject matter hereof. This Agreement (including the Exhibits attached hereto) is intended to be a final expression of the agreement of the Parties and is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby. There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement.

18.4 Amendments. This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute

one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

18.5 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by facsimile or electronic mail, which facsimile or electronic mail signatures shall be binding. Any facsimile or electronic mail delivery of signatures shall be followed by the delivery of executed originals.

18.6 Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement, the Close of Escrow, the recording of the Grant Deed conveying the Property to Buyer and all deliveries contemplated herein.

18.7 Computation of Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or National holidays, unless the period of time specifies "business days", in which case such period of time shall exclude Saturdays, Sundays and State and National holidays; provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or National holiday, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or State or National holiday. For purposes of this Agreement, the phrase "State and National holiday" shall refer to any day in which the Escrow Holder, Title Company and/or the Office of the County Recorder for the County of Santa Clara is/are closed for business.

18.8 Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

18.9 INDEPENDENT COUNSEL. EACH PARTY TO THIS AGREEMENT ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH AND BE REPRESENTED BY INDEPENDENT COUNSEL OF SUCH PARTIES' CHOICE IN CONNECTION WITH THE NEGOTIATION, EXECUTION AND AMENDMENT OF THIS AGREEMENT. EACH PARTY FURTHER ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT MADE BY ANY OF THE ATTORNEYS AND REPRESENTATIVES OF THE OTHER PARTY WITH REGARD TO THE SUBJECT MATTER, BASIS, OR EFFECT OF THIS AGREEMENT.

18.10 Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.

18.11 No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any

rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other.

18.12 ARBITRATION OF DISPUTES.

18.12.1 PROCEDURE. ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”) AND OTHERWISE, TO THE EXTENT NOT INCONSISTENT WITH THE FOREGOING, PURSUANT TO CALIFORNIA LAW. THE ARBITRATION SHALL BE CONDUCTED IN SAN JOSE, CALIFORNIA AND ADMINISTERED BY JAMS WITH A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY BUYER AND SELLER. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 30 DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION AND THE DETERMINATION AND AWARD, IF ANY, MAY THEN BE ENFORCED AMONG THE PARTIES, WITHOUT FURTHER EVIDENTIARY PROCEEDINGS, AS IF ENTERED BY A COURT AT THE CONCLUSION OF A JUDICIAL PROCEEDING IN WHICH NO APPEAL WAS TAKEN. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

18.12.2 ACCEPTANCE OF ARBITRATION. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED ABOVE AND, AS APPLICABLE, BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT AND/OR THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION TO NEUTRAL ARBITRATION.

BY PLACING THEIR INITIALS HERE:

(BUYER _____; SELLER _____), THE PARTIES AGREE TO ARBITRATION.

18.13 JURY WAIVER. BUYER AND SELLER EACH WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. BUYER AND SELLER EACH ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL. THIS SECTION 18.13 HAS BEEN INCLUDED ONLY FOR THE EVENT THAT, DESPITE THE PARTIES’ INTENTION, THE AGREEMENT TO ARBITRATE DISPUTES IS HELD TO BE INAPPLICABLE, AND NOTHING IN THIS SECTION 18.13 IS INTENDED TO QUALIFY THE PARTIES’ AGREEMENT TO ARBITRATE ALL DISPUTES.

18.14 Tax Deferred Exchange. The Parties agree to cooperate with each other in effecting a tax-deferred exchange or exchanges under Internal Revenue Code Section 1031; provided, however, that (a) consummation of this Agreement is not predicated or conditioned on an exchange, (b) the Close of Escrow shall not be delayed due to any exchange, (c) any rights of the non-exchange Party pursuant to this Agreement shall not be impaired due to any exchange requested by the other Party, (d) the non-exchange Party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the other Party except those incurred in connection with the non-exchange Party’s review of customary exchange documentation, and (e) the non-exchange Party shall not be required to take title to any other property in connection with any exchange requested by the other Party. Subject to the foregoing, the Parties agree to execute customary escrow instructions, documents, agreements, or instruments to effect an exchange. Each Party agrees to indemnify, defend and hold the other Party free and harmless from and against any liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys’ fees, costs and expenses) that may arise from the indemnifying Party’s exchange.

18.15 Broker. Buyer and Seller each represent and warrant that no broker, salesman or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. In the event of any other claim for broker’s, consultant’s or finder’s fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claim if it shall be based upon any statement, representation or agreement made by Buyer; and Seller shall indemnify, save harmless and defend Buyer from and against such claim if it shall be based upon any statement, representation or agreement made by Seller.

18.16 Notices. Any notice, request, demand, instruction or other document (each of which is herein called a “Notice”) to be given hereunder to any Party shall be in writing

and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic mail, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Seller, to: _____

Attention: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

With a copy to: _____

Attention: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

If to Buyer, to: Oxnard School District
1051 South A Street
Oxnard, California 93030
Attention: Lisa Cline, Deputy Superintendent,
Business and Fiscal Services

With a copy to: Garcia, Hernandez & Sawhney, LLP
Attention: Nitasha Sawhney, Esq.
1330 Broadway, Suite 1701
Oakland, California 94612

If to Escrow
Holder:

A copy of any Notice given by Buyer or Seller to the other prior to the Close of Escrow shall also be given to Escrow Holder as above provided. Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by electronic communication or facsimile, or (iii) forty-eight (48) hours after the deposit of same in any United States Post Office mailbox in the state to which the Notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given

hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

TEAL CLUB

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BUYER:

OXNARD SCHOOL DISTRICT, a California
Public School District

By: _____

Name: _____

Title: _____

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/20/16

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

Charter Schools – Revision to AR 0420.4 (Freeman)

Language was added to AR 0420.4 to align the district’s practices for attendance and programming with the requirements of the grant assurances. The updates address the late start and early release attendance requirements for students participating in the program. The added language is indicated by *italicized* font on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to AR 0420.4 as outlined above.

ADDITIONAL MATERIAL:

AR 0420.4 (13 pages)

CHARTER SCHOOLS

Petition Signatures

To be considered by the Board of Trustees, a petition for the establishment of a charter school within the district must be signed by one of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the charter school for its first year of operation
2. A number of teachers equivalent to at least one-half of the number of credentialed teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status credentialed teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Permanent/Probationary Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the credentialed teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Components of Charter Petition

A charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as descriptions of all of the following: (Education Code 47605, 47611.5)

1. The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

*The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English Learners, students with disabilities, foster youth, **and homeless students**. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter*

CHARTER SCHOOLS (continued)

school, goals aligned with those priorities, and specific annual actions to achieve those goals.

If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "A-G" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.
3. The method by which student progress in meeting those student outcomes is to be measured.
4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff. These procedures shall include the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. Admission requirements, if applicable.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the Board.
10. The procedures by which students can be suspended or expelled, which will reflect the suspension and expulsion procedures adopted by the Board.

CHARTER SCHOOLS (continued)

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose not to attend charter schools.
13. A description of the rights of any district employee upon leaving district employment to work in a charter school and of any rights of return to the district after employment at a charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the school, including plans for disposing of any net assets and for the maintenance and transfer of student records.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

CHARTER SCHOOLS (continued)

Unless otherwise exempted by law, any charter petition submitted to the Board on or after July 1, 2002, shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction (SPI) are notified before the charter school begins operations.
3. The school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish a resource center, meeting space, or other satellite facility located in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

All charter schools shall be subject to these requirements by June 30, 2005, or upon the expiration of a charter that was in existence on January 1, 2003, whichever is later. Until the later of these dates, any charter school that provided educational services before July 1, 2002, shall be subject to these requirements only for new educational services or school sites it establishes or acquires. (Education Code 47605.1)

Charter Approval/Denial

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

CHARTER SCHOOLS (continued)

Within 60 days of receiving a petition, or within 90 days with the consent of the petitioners and the Board, the Board shall either grant or deny the request to establish a charter school. (Education Code 47605)

The Board shall grant the charter if doing so is consistent with sound educational practice. A charter shall be denied if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b) listed in "Components of Charter Petition" above.

The Board shall not grant any charter that authorizes the conversion of a private school to a charter school. (Education Code 47602)

The Board shall not approve any charter petition that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47605)

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the special education local plan area (SELPA) in which the district participates. (Education Code 47605.7, 47647)

In granting charter petitions, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

CHARTER SCHOOLS (continued)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Material Revisions

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If, after receiving approval of its petition, a charter school proposes to establish operations at one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

Renewals

A charter school seeking renewal of its charter shall submit a written request to the Board at least 120 days before the term of the charter is due to expire.

At least 90 days before the term of the charter is due to expire, the Board shall conduct a public hearing to receive input on whether or not to extend the charter. At least 60 days before the expiration date, the Board shall either grant or deny the request for renewal.

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

In addition, beginning on January 1, 2005, or after a charter school has been in operation for four years, whichever is later, a charter school shall meet at least one of the following criteria prior to receiving a charter renewal: (Education Code 47607)

1. The charter school attains its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years.
2. The charter school ranks in deciles 4-10 on the API in the prior year or in two of the last three years.
3. The charter school ranks in deciles 4-10 on the API for a demographically comparable school in the prior year or in two of the last three years.

CHARTER SCHOOLS (continued)

4. The Board determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school.

The Board's determination shall be based on documented, clear, and convincing data; student achievement data from the Standardized Testing and Reporting Program, and any other available assessments, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall submit to the SPI copies of supporting documentation and a written summary of the basis for its determination.

A charter renewal may not be granted to a charter school prior to 30 days after the school submits related materials.

5. The charter school qualifies for an alternative accountability system pursuant to Education Code 52052(h).

Each renewal shall be for a period not to exceed five years. (Education Code 47607)

Revocations

The Board may revoke a charter whenever it finds, through a showing of substantial evidence, that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any provision of law

Prior to revocation, the Board shall notify the charter school of any violation(s) listed in items #1-4 above and give the school a reasonable opportunity to remedy the violation(s) unless the Board determines, in writing, that the violation(s) constitutes a severe and imminent threat to the health or safety of the students. (Education Code 47607)

CHARTER SCHOOLS (continued)

If the charter school does not successfully remedy the above violation(s), the Board shall provide the charter school with a written notice of intent to revoke the charter and notice of facts in support of revocation. No later than 30 days after providing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, unless the Board and the charter school agree to a 30-day extension, the Board shall issue its final decision as to whether or not to revoke the charter. The Board shall not revoke a charter unless the action is supported by written factual findings supported by substantial evidence specific to the charter school. A decision to revoke a charter shall be reported to the County Board of Education and the CDE. (Education Code 47607)

Requirements for Charter Schools

In providing general oversight of a charter school, the Board shall determine whether the school meets the legal requirements applicable to charter schools. Each charter school shall:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not charge tuition (Education Code 47605)
3. Not discriminate against any student on the basis of ethnicity, national origin, linguistic usage, gender, or disability (Education Code 47605)
4. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)

(cf. 5111 - Admission)

5. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
6. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

7. Admit all students who wish to attend the school, according to the following criteria and procedures:

CHARTER SCHOOLS (continued)

- a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within this state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, except that preferences shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. In the event of a drawing, the Board shall make reasonable efforts to accommodate the growth of the charter school. (Education Code 47605)
- c. Other admissions preferences may be permitted by the Board on an individual school basis as consistent with law.

8. Require its teachers to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

(cf. 4112.2 - Certification)

9. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the SBE (20 USC 6319; 34 CFR 300.18)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

10. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

(cf. 4112.5 /4312.5 - Criminal Record Check)

(cf. 4212.5 - Criminal Record Check)

CHARTER SCHOOLS (continued)

11. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
12. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
13. If applicable, meet federal requirements for qualifications of Paraeducators working in programs supported by Title I funds (20 USC 6319)

(cf. 4222 - Teacher Aides/Paraeducators)

14. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851 and any other statewide standards or student assessments applicable to noncharter public schools (Education Code 47605, 47612.5)

(cf. 6011 - Academic Standards)

(cf. 6162.51- Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

15. Offer at least the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school (Education Code 47612.5)

(cf. 6111 - School Calendar)

16. Meet the requirements of Education Code 51745-51749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

(cf. 6158 - Independent Study)

17. Identify and report to the SPI any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2)
18. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
19. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

CHARTER SCHOOLS (continued)

20. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

By January 1, 2007, comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following condition. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374. (Education Code 47610, 47610.5)

22. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding its financial records (Education Code 47604.3)
23. Annually prepare and submit financial reports to the district Board and the County Superintendent in accordance with the following reporting cycle:
 - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
 - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the CDE. (Education Code 47605)

CHARTER SCHOOLS (continued)

Administrative and Other District Services

The district may charge for the actual costs of supervisory oversight of a charter school not to exceed one percent of the charter school's revenue. If the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs up to three percent of the charter school's revenue for supervisory oversight. (Education Code 47613)

The charter school may separately purchase administrative or other services from the district or any other source. (Education Code 47613)

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Waivers

If a charter school submits to the district an application for a waiver of any state Education Code provisions, the Board shall hold a public hearing on the waiver request no later than 90 days following receipt of the request. (Education Code 33054)

The Superintendent or designee shall subsequently prepare a summary of the public hearing to be forwarded with the waiver request to the SBE. If the Board recommends against approval of the waiver request, it shall set forth the reasons for its disapproval in written documentation that shall be forwarded to the SBE. (Education Code 33054)

District Oversight

For each charter school under the Board's authority, the Superintendent shall: (Education Code 47604.32, 47604.33)

1. Identify at least one staff member as a contact person for the charter school
2. Visit the charter school at least annually
3. Ensure that the charter school complies with all reports required of charter schools by law

CHARTER SCHOOLS (continued)

4. Monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the reports listed above in "Requirements for Charter Schools"
5. Provide timely notification to the CDE if a renewal of the charter is granted or denied, the charter is revoked, or the charter school will cease operation for any reason

The Board and the Superintendent or designee may inspect or observe any part of the charter school at any time. (Education Code 47607)

Regulation
approved: October 19, 2011
revised: April 20, 2016

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/20/16

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

Accountability – Revision to BP 0500 (Freeman)

Language was added to BP 0500 to align the district’s practices for attendance and programming with the requirements of the grant assurances. The updates address the late start and early release attendance requirements for students participating in the program. The added language is indicated by *italicized* font on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to BP 0500 as outlined above.

ADDITIONAL MATERIAL:

BP 0500 (3 pages)

ACCOUNTABILITY

The Board of Trustees recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish systems and processes to monitor results and to evaluate the district's progress toward accomplishing the district's vision and goals.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 0400 - Comprehensive Plans)*
- (cf. 2140 - Evaluation of the Superintendent)*
- (cf. 3460 - Financial Accountability and Reports)*
- (cf. 4115 - Evaluation/Supervision)*
- (cf. 4215 - Evaluation/Supervision)*
- (cf. 4315 - Evaluation/Supervision)*
- (cf. 6011 - Academic Standards)*
- (cf. 6141 - Curriculum Development and Evaluation)*
- (cf. 6190 - Evaluation of the Instructional Program)*
- (cf. 9000 - Role of the Board)*
- (cf. 9005 - Governance Standards)*
- (cf. 9400 - Board Self-Evaluation)*

The Board and the Superintendent shall agree upon appropriate measures of district, school, and student performance and shall establish a schedule for providing regular reports to the Board and the public regarding district progress.

- (cf. 0510 - School Accountability Report Card)*
- (cf. 1100 - Communication with the Public)*
- (cf. 1112 - Media Relations)*

Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of the review and evaluation of district programs and operations.

- (cf. 6020 - Parent Involvement)*

Indicators of district progress in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) established by the state's accountability system and measures of "adequate yearly progress" (AYP) required under the federal accountability system.

- (cf. 0520.1 - High Priority Schools Grant Program)*
- (cf. 0520.2 - Title I Program Improvement Schools)*
- (cf. 0520.3 - Title I Program Improvement Districts)*
- (cf. 6162.5 - Student Assessment)*
- (cf. 6162.51 - Standardized Testing and Reporting Program)*
- (cf. 6162.52 - High School Exit Examination)*

ACCOUNTABILITY (continued)

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English Learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score of 15 foster youth or homeless students. (Education Code 52052)

Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of each school's annual ranking. (Education Code 52056)

This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by school, grade, and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.

(cf. 3553 - Free and Reduced Price Meals)

Evaluation results may be used as a basis for identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

Legal Reference:

EDUCATION CODE

33127-33129 *Standards and criteria for fiscal accountability*

33400-33407 *CDE evaluation of district programs*

44660-44665 *Evaluation of certificated employees*

51041 *Evaluation of the educational program*

52050-52059 *Public Schools Accountability Act*

60640-60649 *Standardized Testing and Reporting Program*

CODE OF REGULATIONS, TITLE 5

15440-15463 *Standards and criteria for fiscal accountability*

UNITED STATES CODE, TITLE 20

6311 *Accountability, adequate yearly progress*

6312 *Local educational agency plan*

6316 *School and district improvement*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 *Adequate yearly progress*

200.30-200.35 *Identification of program improvement schools*

200.36-200.38 *Notification requirements*

200.52-200.53 *District improvement*

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

ACCOUNTABILITY (continued)

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

Policy
adopted: October 19, 2011
revised : April 20, 2016

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/20/16

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

Supplemental Instruction – Revision to BP 6179 (Freeman)

Language was added and deleted to BP 6179 to align the district’s practices for attendance and programming with the requirements of the grant assurances. The updates address the late start and early release attendance requirements for students participating in the program. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to BP 6179 as outlined above.

ADDITIONAL MATERIAL:

BP 6179 (4 pages)

SUPPLEMENTAL INSTRUCTION

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

~~**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

The Board of Trustees recognizes that high-quality supplemental instructional programs can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer *programs of direct, systematic, and intensive supplemental instruction for: to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.*

(cf. 0460 – Local Control and Accountability Plan)

(cf. 5113.1 - Truancy)

(cf. 5147 - Dropout Prevention)

~~*(cf. 5148.2 – Before/After School Programs)*~~

~~*(cf. 5149 – At Risk Students)*~~

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas of physical education.

(cf. 5148.2 – Before/After School Programs)

(cf. 6111 – School Calendar)

(cf. 6112 – School Day)

(cf. 6142.7 – Physical Education and Activity)

(cf. 6176 – Weekend/Saturday Classes)

(cf. 6177 – Summer Learning Program)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or arrangement with a community or other external service provider.

SUPPLEMENTAL INSTRUCTION (continued)

(cf. 1020 – Youth Services)

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to:

Required Supplemental Programs

1. Students in grades 2-8 who have been retained or recommended for retention pursuant to Education Code 48070.5 (Education Code 37252.2)

(cf. 5123 - Promotion/Acceleration/Retention)

- ~~2. Students in grades 7-8 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation in order to help them pass the exam (Education Code 37252, 60851)~~

"Sufficient progress" shall be determined based on a student's results on the state Standardized Testing and Reporting assessments and the minimum levels of proficiency recommended by the State Board of Education.

(cf. 6162.51 - Standardized Testing and Reporting Program)

In addition, students who do not possess sufficient English language skills to be assessed shall be considered students who do not demonstrate sufficient progress towards passing the exit exam and shall receive supplemental instruction designed to help them succeed on the exit exam. (Education Code 37252)

3. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more years (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

Optional Supplemental Programs

As funding, facilities, and staffing permit, supplemental instruction may be offered to:

1. Students in grades K-6 who have been identified as being "at risk" of retention pursuant to Education Code 48070.5 (Education Code 37252.8)

SUPPLEMENTAL INSTRUCTION (continued)

2. Students in grades K-6 who have been identified as having a deficiency in mathematics, reading, or written expression based on the results of the Standardized Testing and Reporting Program (Education Code 37252.8)
3. Students in grades K-8 who seek enrichment in mathematics, science, or other core academic areas designated by the Superintendent of Public Instruction (Education Code 37253)

(cf. 6143 - Courses of Study)

4. Students in grades K-4 who need or desire intensive reading opportunities that meet standards for a research-based comprehensive reading program, including appropriate support to address the needs of English language learners (Education Code 41505-41508)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6174 - Education for English Language Learners)

5. Students in grades 7-8 who need or desire intensive opportunities to practice skills in algebra and/or pre-algebra (Education Code 41505-41508)

(cf. 6142.92 - Mathematics Instruction)

Required Student Participation

The Superintendent or designee may require participation in a supplemental instructional program for: (Education Code 37252.2, 37254.1)

1. Students in grades 7-8 who demonstrate insufficient progress toward the exit exam required for high school graduation pursuant to Education Code 37252
2. Students in grades K-9 who are retained or recommended for retention pursuant to Education Code 37252.2
3. Students in grades K-6 who are "at risk" of retention pursuant to Education Code 37252.8
4. Students in grades K-6 who are deficient in mathematics, reading, or written expression pursuant to Education Code 37252.8
5. Students in grades K-8 participating in enrichment programs in core academic subjects pursuant to Education Code 37253

SUPPLEMENTAL INSTRUCTION (continued)

The Superintendent or designee shall obtain written parent/guardian consent for a student's participation in the supplemental instructional program.

Legal Reference:

EDUCATION CODE

1240 County Superintendent duties
35186 Williams Uniform Complaint Procedures
37200-37202 School calendar
37223 Weekend classes
37252-37254.1 Supplemental instruction
41505-41508 Pupil Retention Block Grant
42239 Supplemental instruction, apportionments
44259 Comprehensive reading program
46100 Length of school day
48070-48070.5 Promotion and retention
48200 Compulsory education
48985 Translation of notices
51210 Courses of study, elementary schools
51220 Courses of study, secondary schools
52378-52380 Supplemental School Counseling Program
60603 Definitions, core curriculum areas
60640-60648 Standardized Testing and Reporting Program
60850-60859 High school exit examination

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

52012 Establishment of school site council
52014-52015 School plans
53025-53031 Intensive reading instruction
53091-53094 Intensive algebra instruction

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6316 Program improvement schools and districts

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

Implementation of Assembly Bill (AB) 347: requiring instruction and services for students who have not passed the exit exam but have met all other graduation requirements, October 26, 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, June 13, 2005

Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>



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.”