

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #1 REGULAR BOARD MEETING

Wednesday, August 5, 2015

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

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Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

Asegurar una educación culturalmente diversa para cada alumno en un ambiente seguro, saludable y propicio que fomente la autodisciplina, motivación y la excelencia en el aprendizaje.

**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. Ginger Shea, Manager Special Programs, will introduce Joshua Chairez, former 8th grader at Haydock Middle School, participant in After School Program and member of the Rock Stars Band; 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 Oscar Ortiz Diaz, former 8th grader at Haydock Middle School, participant in After School Program and member of the Rock Stars Band.

A.4 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

***A.5 Study Session – Facilities Implementation Program Update
(Dr. Morales/CFW, Inc.)***

The Board of Trustees will receive a presentation on the Facilities Implementation Program.

A.6 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.7 Closed Session

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

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

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

Section A
PRELIMINARY
(continued)

A.7 Closed Session (continued)

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

A.8 Reconvene to Open Session

7:00 PM

A.9 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.

**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.

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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:

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

C.1 Acceptance of Gifts

- | | |
|---|--------|
| <ul style="list-style-type: none"> ▪ From Mrs. Francine Nelson, to Brekke School, donation of small refrigerator which will be used in the Nurse’s Room to support the students. | Nocero |
|---|--------|

C.2 Agreements

- | | |
|--|---|
| It is recommended that the Board approve the following agreements: | Dept/School |
| <ul style="list-style-type: none"> ▪ #15-34 with Big Brothers Big Sisters of Ventura County, to provide a professional program manager at Chavez School to implement their Site Based Mentoring program for the 2015-2016 school year; at no cost to the district; ▪ #15-35 with Interface Children and Family Services, to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services for the 2015-2016 school year; at no cost to the district; ▪ #15-36 with County of Ventura, Human Services Agency, to provide school-linked services at certain Healthy Start Family Resource Centers located on school sites with the Oxnard School District for the 2015-2016 school year; amount not to exceed \$101,048.00 to be paid with MAA Funds; ▪ #15-37 with Janice Hubbard Lindsay, to provide music services at Marshall School for the 2015-2016 school year; amount not to exceed \$5,700.00, to be paid with General Funds; ▪ #15-38 with Community Action Partnership of San Luis Obispo County Inc. – Buena Ventura Migrant & Seasonal Head Start Program at Harrington School, August 6, 2015 through July 15, 2016; at no cost to the District; ▪ #15-39 with Mixteco/Indigena Community Organizing Project (MICOP), to provide case management, resource & referral services specifically to the Mixteco Community, August 6, 2015 through June 30, 2016; amount not to exceed \$89,698.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds; ▪ #15-40 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Aprendiendo con Mama y Papa workshops specifically to the Mixteco Community, August 6, 2015 through June 30, 2016; amount not to exceed \$15,291.00, to be paid with First 5/ Oxnard Neighborhood for Learning Funds; ▪ #15-41 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Bebe Sano workshops specifically to the Mixteco Community, August 6, 2015 through June 30, 2016; at no cost to the District; ▪ #15-42 with Summit View School, to provide non-public school services for student #JJ121301 for the 2015-2016 school year, excluding Extended School Year; amount not to exceed \$30,629.88, to be paid with Special Education Funds; | Freeman/
Ridge

Freeman/
Ridge

Freeman/
Ridge

Freeman/
Breitenbach

Freeman/
Thomas

Freeman/
Thomas

Freeman/
Thomas

Freeman/
Ridge |

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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"> ▪ #15-44 with Passageway School, to provide non-public school services for student #AH080202 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$40,503.52, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-45 with Food Safety Training Specialists, to provide three Food Safety Manager Certification Seminars during the 2015-2016 school year; amount not to exceed \$5,400.00, to be paid with General Funds; 	Cline/ Picola
<ul style="list-style-type: none"> ▪ #15-46 with Santa Barbara/Ventura Counties Dental Care Foundation, to provide dental care education workshops for parents and children, dental screenings and follow-up referrals for OSD State Preschool, NFL and other partner agency preschool program students, August 6, 2015 through June 30, 2016; at no cost to the District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-48 with Action Preparedness Training, to provide CPR training and First Aid Training to teachers and support staff as needed for the 2015-2016 school year; cost is \$50.00 per person, total amount not to exceed \$6,500.00, to be paid with General Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-50 with Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start, August 6, 2015 through June 30, 2016; at no cost to the District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-51 with Child Development Resources of Ventura County Inc. – Ground Lease for San Miguel Head Start, August 6, 2015 through June 30, 2016; at no cost to the District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-52 with Child Development Resources of Ventura County Inc. – Ground Lease for Marina West Head Start, August 6, 2015 through June 30, 2016; at no cost to the District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-53 with Child Development Resources of Ventura County Inc. – Sierra Linda NFL Preschool 2015-16, August 6, 2015 through June 30, 2016; at no cost to the District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-54 with Child Development Resources of Ventura County Inc. – Marina West NFL Preschool 2015-16, August 6, 2015 through June 30, 2016; at no cost to the District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-55 with Child Development Resources of Ventura County Inc. – Clerical Support at San Miguel School, August 6, 2015 through June 30, 2016; the cost for this position will be shared between two preschool partners, OSD and CDR of Ventura County Inc.; OSD's share to be funded through Special Education Funds \$15,744.60 and Early Childhood Education Program Funds \$15,744.60 for a total share of \$31,489.20; CDR's share is \$14,358.07, for a total of \$45,847.27; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-56 with Assistance League School, to provide non-public school services for thirteen (13) Pre-K students for the 2015-2016 school year, including Extended School Year; amount not to exceed \$122,460.00, to be paid with Special Education Funds; 	Freeman/ Ridge

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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"> ▪ #15-57 with Assistance League School, to provide non-public school services for four (4) Kindergarten students for the 2015-2016 school year, including Extended School Year; amount not to exceed \$38,400.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-58 with Casa Pacifica School, to provide non-public school services for student #ZH020603 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$37,400.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-59 with Casa Pacifica School, to provide non-public school services for student #AH112906 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$63,860.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-60 with Casa Pacifica School, to provide non-public school services for student #RR012703 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$38,660.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-61 with Casa Pacifica School, to provide non-public school services for student JE112705 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$37,400.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-62 with Casa Pacifica School, to provide non-public schools services for student CN010103 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$27,400.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-63 with El Centrito Family Learning Centers, to provide School Readiness NfL Preschool Program, August 6, 2015 through June 30, 2016; amount not to exceed \$176,472.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-64 with El Centrito Family Learning Centers, to provide the Ramona NfL Preschool Program, August 6, 2015 through June 30, 2016, amount not to exceed \$170,472.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-65 with el Centrito Family Learning Centers, to provide Mis Padres y Yo workshops, August 6, 2015 through June 30, 2016; amount not to exceed \$17,500.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-66 with Continuing Development Inc., to provide the Harrington NfL Preschool Program, August 6, 2015 through June 30, 2016; amount not to exceed \$255,701.00, to be paid with First5/Oxnard Neighborhood for Learning Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-67 with Anti-Defamation League, to provide a full day of professional development for middle school Social Studies teachers in diversity awareness; amount not to exceed \$1,500.00, to be paid with MSAP Grant Funds; 	Freeman/ West

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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"> ▪ #15-68 with Child Development Resources of Ventura County Inc., for the purpose of supplying breakfast and lunches to their Head Start Program at Sierra Linda School for the 2015-2016 school year; CDR will reimburse the District for the cost of the meals provided; 	Cline/ Picola
<ul style="list-style-type: none"> ▪ #15-69 renewal with Decision Insite, LLC, to provide professional services in community demographics analysis and enrollment projections for use in district planning in many areas, August 26, 2015 through August 25, 2018; total annual amount is not to exceed \$22,222.00, to be paid with General Funds. 	Cline
<ul style="list-style-type: none"> ▪ #15-72 with Association of Two-Way & Dual Language Education (ATDLE), to provide professional development for administrators, principals and DLI teachers, August 6, 2015 through June 30, 2016; amount not to exceed \$46,600.00, to be paid with LEP Funds; 	Freeman/ Arellano

C.3 Ratification of Agreements

It is recommended that the Board approve the following ratification of agreements:	Dept/School
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #14-46 with Casa Pacifica School, to provide non-public school services for student AH112906 for the 2014-2015 school year, in the amount not to exceed \$36,400.00; amendment increase due to one-on-one Paraeducator Services for 1,800 minutes per week, per IEP dated May 28, 2015, and through July 9, 2015, includes Extended School Year; additional amount not to exceed \$3,780.00, for a total of \$40,180.00, to be paid with Special Education Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #15-49 with California Department of Education – Child Development Division Contract #CSPP-5617, funding to allow the operation of seven (7) State Preschool Sites, July 1, 2015 through June 30, 2016; \$1,185,667.00 funding to the Oxnard School District to operate State Preschool Program; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-70 with Ventura County Arts Council, provided additional services to two (2) classrooms at \$300.00 each for a total of \$600.00, these services were provided prior to the June 30, 2015 fiscal year; amount not to exceed \$600.00, to be paid with Donation Funds. 	Freeman/ Duran
<ul style="list-style-type: none"> ▪ #15-73 with Blackboard, to provide Edline Web Hosting and Forms & Surveys services districtwide, July 1, 2015 through June 30, 2016; amount not to exceed \$29,178.62, to be paid with Title I Funds. 	Freeman/ Mitchell

C.4 Ratification of the District's Submission of the 2015-16 Consolidated Application For Funding

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance, that the Board of Trustees ratify the District's submission of the 2015-2016 Consolidated Application for Funding.	Dept/School
	Cline/ Penanhoat

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

Section C
CONSENT AGENDA
(continued)

C.5 Ratification of Resolution #15-08 – California Department of Education – Child Development Contract #CSPP-5617

<p>It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees ratify Resolution #15-08 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2015-16.</p>	<p>Dept/School Freeman/ Thomas</p>
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C.6 Interfund Transfers

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the interfund transfers from General Fund, to Fund #710 CSEA Retiree Benefits Fund in the amount of \$443,457.00.</p>	<p>Dept/School Cline/ Penanhoat</p>
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C.7 Interfund Transfers

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve the interfund transfers from General Fund, to Fund #710 Retiree Benefits in the amount of \$3,705,000.00</p>	<p>Dept/School Cline/ Penanhoat</p>
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C.8 Ratification of WAL #003 to Master Agreement #13-130 with Nolte Vertical 5 To Perform DSA Inspector of Record (IOR) Services for the Ritche Special Day Classroom Project – DSA No. 03-115304

<p>It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratifies Work Authorization Letter #003 for Inspector of Record Services for the Ritche Elementary School Special Day Classroom Project per Master Agreement #13-130 with Nolte Vertical 5; services will be completed for a lump sum fixed fee of \$11,050.00, to be funded with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.9 Ratification of WAL #003 to Master Agreement #13-154 with BTC Labs, (Now Known as Nolte Vertical 5, And To Be Referred To As Nolte Vertical 5 For Future Reference) To Provide DSA Required Special Inspections and Testing Services For The Ritche Special Day Classroom Project – DSA No. 03-115304

<p>It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratifies Work Authorization Letter #003 for DSA Required Special Inspections and Testing Services for the Ritche Elementary School Special Day Classroom Project per Master Agreement #13-154 with BTC Labs, now known as Nolte Vertical 5; services will be completed for a lump sum fixed fee of \$1,800.50, to be funded with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.10 Purchase Order/Draft Payment Report #14-10

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve the Purchase Order/Draft Payment Report #14-10, as submitted.</p>	<p>Dept/School Cline/ Franz</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.11 Enrollment Report

Attached for the Board's information is the district's enrollment report for the month of June 2015.	Dept/School Cline
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C.12 Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints Fourth 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, fourth quarter, as presented.	Dept/School Vaca
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C.13 Consideration of Approval of New Job Description: Health Assistant

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services and the Director of Classified Personnel that the Board of Trustees approve the new job description for Health Assistant, as presented.	Dept/School Vaca/ Koch
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C.14 Request to Attend Out of State Conference For Director of Pupil Services

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve a request for Director of Pupil Services to attend the mandatory Project Director's meeting for Elementary and Secondary School Counselor (ESSC) Program Grant and the 2015 National PBIS Leadership Forum in Rosemont, Illinois, October 21-23, 2015; cost not to exceed \$2,000.00, to be paid with Counselors Grant Funds.	Dept/School Freeman/ Ridge
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C.15 Award of Field Contract #FC-P16-00522 – Summer 2015 Flooring Projects

It is the recommendation of Assistant Superintendent, Business & Fiscal Services, and the Assistant Facilities Director, that the Board of Trustees award Field Contract #FC-P16-00522, Summer 2015 Flooring Project, in the amount of \$9,282.00 to Reliable Floor Covering Inc., to be paid with Deferred Maintenance Funds.	Dept/School Cline/ Cross
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C.16 Rejection of Liability Claim #VCBA-07035A1

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA-07035A1.	Dept/School Vaca/ Magaña
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C.17 Summary of Measure "R" Series D Bond Issuance

It is the recommendation of the District Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, Inc., that the Board of Trustees receive the Summary of the Measure "R" Series D Bond Issuance.	Dept/School Dr. Morales/ Cline/CFW, Inc.
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C.18 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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C.19 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 District IPAD Self-Insurance and 2014-15 Loss Information (Cline)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve continuing the District’s self-insurance plan at the current rates of \$10.00 per year per iPad, and \$30.00 per year per laptop.

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

ROLL CALL VOTE:

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

D.2 Reimbursement For Teacher Substitute At Rio School District (Cline)

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

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

ROLL CALL VOTE:

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

D.3 Approval of Amendment No. 1 to the Preconstruction Services Agreement #13-118 Between The Oxnard School District and Swinerton Builders To Provide Additional Preconstruction Services For The Lemonwood Early Child Development Center Project (Cline/CFW, Inc.)

It is the recommendation of Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Amendment No. 1 to Preconstruction Services Agreement #13-118 with Swinerton Builders to provide Preconstruction Services for the Lemonwood Early Child Development Center; services will be completed for a lump sum fixed fee of \$17,000.00, to be funded with Measure R Bond Funds.

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

ROLL CALL VOTE:

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

D.4 Approval of Memorandum of Understanding #15-71 Between the Oxnard School District and the California School Employees Association, Chapter 272 Regarding The One-Time Correction of Accounting Issue Related To Calendar Days of Services (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve MOU #15-71 between the District and CSEA, Chapter 272 in regards to the one-time correction of accounting issue related to calendar days of services; fiscal impact is \$223,927.00, to be paid out of the General Fund.

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

ROLL CALL VOTE:

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

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

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

E.1 2015-2016 Budget Revision (Cline/Penanhoat)

In accordance with Education Code 42127 (i) (4), which provides that “*not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act*”, the Board will receive the 2015-2016 Budget Revision for review.

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

Section F
BOARD POLICIES

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

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

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

Section G
CONCLUSION

G.1 Superintendent's Announcements *(3 minutes)*

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

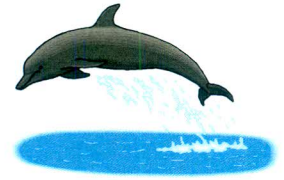
Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org



Norman R. Brekke School

1400 Martin Luther King Jr. Drive, Oxnard CA 93030

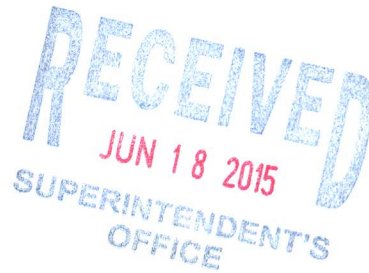
(805) 385-1521 Fax: (805) 485-4467

To: Dr. Morales, Superintendent

From: Jodi Nocero 
Principal, Brekke School

Date: June 18, 2015

Re: Donation



Mrs. Francine Nelson, address: 830 Ocotlan Way, Oxnard, CA 93030, has very generously donated a small refrigerator to Brekke School. The refrigerator was much needed for the nurse's room as the one we had has expired. I respectfully request that the Board of Trustees be notified of this donation.

Thank you.

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 8/5/15

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 #15-34, Big Brothers Big Sisters of Ventura County
(Freeman/Ridge)**

Big Brothers Big Sisters of Ventura County (BBBSVC) will provide a professional program manager at Chavez School to implement their evidenced-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-34 with Big Brothers Big Sisters of Ventura County.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-34, Big Brothers Big Sisters of Ventura County (2 Pages)

MEMORANDUM OF UNDERSTANDING #15-34

Big Brothers Big Sisters of Ventura County and **Oxnard School District**

This Memorandum of Understanding explains and confirms the roles and responsibilities, service levels, and types of services provided between the **Oxnard School District** and **Big Brothers Big Sisters of Ventura County (BBBSVC)**.

Memorandum of Understanding Purpose:

The purpose of this Memorandum of Understanding is to create and confirm an effective working relationship between Big Brothers Big Sisters of Ventura County, Inc and the Oxnard School District. Big Brothers Big Sisters will provide a professional program manager to implement our evidence-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

Memorandum of Understanding Timeline:

The terms of the Memorandum of Understanding are effective: **August 6, 2015 through June 30, 2016.**

Compensation: The Oxnard School District will not be charged for the services provided by Big Brothers Big Sisters of Ventura County.

Memorandum of Understanding Agreement and Description of Services

Big Brothers Big Sisters of Ventura County agrees to provide the following:

1. BBBSVC agrees to provide Oxnard School District with a staff person from its organization to coordinate a site-based mentoring program at Chavez Elementary School.
2. The Program Manager provided by BBBSVC will complete an appropriate background check and live scan, recruit, screen, match, train, and monitor the volunteer mentors and other adults who will be working with elementary-aged students who are at-risk.
3. Mentors selected and trained by BBBSVC staff will volunteer weekly at a Lunch Buddies Program at Chavez Elementary School.
4. BBBSVC agrees to supply proof of workers' compensation, public liability, auto liability (when appropriate/requested) and medical malpractice (when appropriate/requested) insurance to Oxnard School District on an on-going basis to verify provider's on-going coverages are in force. Provider's public liability and auto liability (if appropriate/requested) shall name the District, its employees, agents and school board members as an additional insured.
5. BBBSVC staff will collect and share data necessary for the evaluation of the program, as required by local, state and federal evaluation requirements.

The Oxnard School District agrees to the following:

1. Provide student referrals to the Lunch Buddies Site-Based Mentoring Program.
2. Provide appropriate space for one-to-one mentoring to occur during the Lunch Buddies Program.
3. Provide mentor orientation to the rules and procedures of the school site.
4. Allow collection of data to reflect attendance, discipline referrals, English and Math grades and any other information necessary for the evaluation of the program per grant requirements.
5. Provide support to develop a cohesive team of professionals to work with the program, as well as participating in the supervision of mentors and mentees while present in the Lunch Buddies Program.

Indemnification:

Oxnard School District shall save, defend, hold harmless and indemnify the Provider (its employees, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Oxnard School District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Provider.

BBBSVC shall save, defend, hold harmless and indemnify the Oxnard School District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Oxnard School District.

This Memorandum of Understanding may be cancelled by either party upon 30 days written notice.

Signatures:

**Big Brothers Big Sisters
of Ventura County:**

Oxnard School District:

Lynne West, Chief Executive Officer

Lisa A. Franz, Director, Purchasing

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 8/5/15

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 #15-35 – Interface Children and Family Services
(Freeman/Ridge)**

Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services.

Term of Agreement: August 6, 2015 through June 30, 2016

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-35 with Interface Children and Family Services.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-35, Interface Children and Family Services (2 Pages)



MEMORANDUM OF UNDERSTANDING #15-35

Interface Children & Family Services **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into, by and between Interface Children & Family Services (ICFS) and the Oxnard School District (OSD).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective August 6, 2015 through June 30, 2016. A new Memorandum of Understanding shall be executed on an annual basis.

Compensation: The Oxnard School District will not be charged for the services provided by Interface as described.

DESCRIPTION OF SERVICES:

- A. OSD agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate ICFS staff.
 - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
 - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).
- B. ICFS agrees to the following:
 - 1. Provide trained Youth Crisis Outreach staff to deliver youth crisis response services and ongoing follow up services.
 - 2. Provide linkage to additional resources as needed.

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health · Youth and Family Strengthening · Family Violence Intervention · 2-1-1 Information and Referral · Training & Technical Assistance

1305 Del Norte Road, Suite 130 · Camarillo, CA 93010-8366 · icfs.org · 805.485.6114

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-36 – County of Ventura (Freeman/Ridge)

The communities where the social workers have been placed have been identified by the County of Ventura consensus data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

FISCAL IMPACT:

Not to exceed \$101,048.00 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #15-36 with the County of Ventura.

ADDITIONAL MATERIAL:

Attached: Agreement #15-36, County of Ventura (15 Pages)
Annual Cost Share Worksheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-36

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August, 2015 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“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 August 5, 2015 to and including June 30, 2016 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred One Thousand Forty-Eight Dollars (\$101,048.00), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- 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 one party giving sixty (60) days written notice to the other, with or without cause.

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. **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.

9. **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.

10. **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.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- 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.

12. **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)

13. **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)

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused 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 Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **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.

21. **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: Chris Ridge
Phone: (805) 385-1501 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Michael Powers
Phone: (805) 477-5301
Fax: (805) 477-5385

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.

22. **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.

23. **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.

24. **Administration.** CHRIS RIDGE, the Director, Pupil Services, 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.

25. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **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:

COUNTY OF VENTURA:

Signature

Signature

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

Michael Powers, County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #15-36

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-36

SERVICES

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

See Exhibit E Attached

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

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

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

- None.
 See Exhibit E attached

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 #15-36

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-36

COMPENSATION

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

***SEE EXHIBIT E ATTACHED**

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. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. 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 \$101,048.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-36

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 #15-36

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 #15-36

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-36

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, **COUNTY OF VENTURA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

EXHIBIT E
CONSULTANT SERVICE AGREEMENT #15-36
SCHOOL-LINKED SERVICES: HEALTHY START FAMILY RESOURCE CENTERS IN THE OXNARD
SCHOOL DISTRICT

This Service Agreement effective **8-5-15** is made by and between the **Oxnard School District** and the **County of Ventura, Human Services Agency** for the **2015-2016** school year.

A. PURPOSE

This Scope of Work identifies the responsibilities of the County of Ventura Human Services Agency (“Consultant”) and the Oxnard School District (“District”) for School-Linked Services provided at certain Healthy Start Family Resource Centers located on school sites within the District as described below. Both parties agree to establish and maintain an effective working relationship and productive partnership to ensure coordinated services to students and families participating in the collaborative, preventive programs at school sites, and address academic, attendance, and behavior concerns that prohibit student success.

B. DISTRICT RESPONSIBILITIES

District shall:

1. Provide Consultant with adequate facilities to perform services under this Agreement and allow Consultant to establish work stations, phone lines, and technology at such facilities as may be needed to perform tasks. Should district not provide adequate facilities, then Consultant reserves the right to relocate its Children & Family Services (CFS) Staff to a location that is suitable until the District provides adequate facilities that conforms to the minimum health and safety standards.
2. Serve as lead Administrative Agent of the Family Resource Center/Healthy Start, or school program.
3. Communicate all information accumulated through the intake and referral process.
4. Educate Family Resource Center/Healthy Start or school staff of Consultant’s scope of work, including the required caseload.
5. Access confidential client information in the course of providing services, following the procedures in the County Human Services Agency-Children, Family Services Healthy Start/school protocol, and district protocol.
6. Participate in training and cross-training pertaining to the Family Resource Center/Healthy Start Program.
7. Organize, update, and maintain files and/or records of all students and families in the Family Resource Center/Healthy Start Program.
8. Collaborate with Consultant to identify, collect and report appropriate outcome measures such as school performance and referral rates to the School Attendance Review Board.
9. Exchange relevant outcome data with the Consultant on an agreed upon time frame.
10. The District schools will only request translation services of Consultant’s case aides only on cases approved by Consultant’s Children & Family Services Social Workers.
11. Reimburse Consultant from non-federal funds for Consultant’s provision and assignment of staff to provide services under this Agreement as specified on the **attached** Annual Cost sheet for **2015-2016**. Total share of cost OSD: Not to exceed **\$101,048.00**.

Note: It is understood by both parties that the non-federal District funds provided to Consultant for services/staff provided under this Agreement will be used by Consultant for eligible federal and/or state match. Such match will be applied toward Consultant’s share of cost of services under this Agreement. Should Consultant at any time exceed its capped Child Welfare Services Allocation, the additional County costs related to such excess will increase. In such event, additional services will

only be provided if the parties agree to an amendment to this agreement.

C. CONSULTANT RESPONSIBILITIES

Consultant shall provide staff to deliver school linked services at Healthy Start Family Resource Centers or other identified school locations as specified in Paragraph B. 11 above. Consultant will be responsible for:

1. Assessing children who show early signs of being at-risk of child abuse and neglect, generated by school referrals. Some of those indicators may include excessive absenteeism, behavior referrals, or health-related issues.
2. Providing case management services, including case planning and service brokering, to at-risk families on a voluntary basis,
3. Consulting with school personnel on a wide range of psychosocial issues,
4. Providing a flexible range of services for at-risk children.
5. Maintaining appropriate records of services provided, as necessary. Social workers providing services under this Agreement must carry a concurrent caseload of no fewer than 15 referrals and/or cases. Should referrals from Healthy Start be insufficient to maintain the required caseload, social workers will receive referrals from the Consultant's Oxnard Regional Office. Upon consultation with the District, the Oxnard Regional Office may utilize the services of school-based Child Welfare Social Worker (CWSW) on assigned cases outside of the schools where their expertise is needed.
6. Provide relevant outcome data to the District on an agreed upon time frame.
7. Communicate information and provide education about available services to students, families, and staff including case managing students who have been referred under stipulated expulsions.
8. Identify representation to the LEA MediCal Collaborative for participation in quarterly meetings.
9. Collaborate with District to identify, collect and report appropriate outcome measures such as school performance and referral rates to the School Attendance Review Board.
10. Access confidential client information in the course of providing services, following the procedures in the County Healthy Start Collaborative protocol or other agreed-upon protocols.

Consultant and District agree to maintain the confidentiality of all information and records regarding program participants or their immediate families. Except as otherwise required by law, Consultant and District agree that all information and records obtained in the course of providing services to program clients shall be subject to the confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto, including Chapter XIX of the California Department of Social Services (CDSS) Manual of Policies and Procedures, and Section 10850 of WIC.

Notwithstanding the confidentiality requirements of this paragraph, persons who serve on a multidisciplinary team, including the weekly case staffing committee, shall be permitted to disclose to one another information which is relevant to the provision of services to person(s) under this Agreement, except that such disclosure shall not be made in a manner contrary to any applicable constitutional provision, statute, regulation, or other binding authority.

Oxnard School District/CFS Healthy Start Agreement 2015-16

School	Position	Annual Cost	0.75	50% Share of assigned FTE		
McKinna	CWSW Flores	\$111,688	\$83,766	\$41,883		
McKinna	CA Ortega	\$69,738	\$52,304	\$26,152		
Total Cost		<u>\$181,426</u>	<u>\$136,070</u>	<u>\$68,035</u>		
PSSF (assigned .75 FTE with .375 paid by PSSF and .375 by OSD)						
Caesar Chavez	CWSW Solis-Hernandez	\$104,456	\$39,171	\$19,586		
Caesar Chavez	CA Lopez	\$71,610	\$26,854	\$13,427		
		<u>\$176,066</u>	<u>\$66,025</u>	<u>\$33,013</u>		
Total Share of Cost OSD (does not include supervision, equipment, supplies, etc.)				\$101,048	95,408	14-15 Amount
				Difference	5,640	

- Notes:**
- 1-Project includes two schools: McKinna funded with costs shared by OSD and CWS match funds and Caesar Chavez which has been funded with PSSF funds for .375 FTE with the other .375 FTE shared between OSD and CWS match funds.
 - 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA)
 - 3-Annual cost is based on salaries and benefits (S&B) for the assigned staff
 - 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget
 - 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 14-15)

Weeks per year	52	Contract Term Requested by OSD (Sept 24 through June 17)	
Days paid per week	<u>5</u>		
Days paid per year	260	Sept	8
% of FTE Available	<u>75%</u>	Oct	22
Days Available (paid)	<u>195</u>	Nov	21
Paid days include holidays, sick, vacation, training, LOA, etc.		Dec	23
		Jan	21
		Feb	21
		Mar	23
		Apr	21
		May	22
		Jun	<u>13</u>
			195
		Less Days Available	<u>-195</u>
		Days Over Budget	<u>0</u>

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
	A: The County of Ventura B: C: D: E:
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	

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				AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					

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: 8/5/15

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 #15-37 – Janice Hubbard Lindsay (Freeman/Breitenbach)

Janice Hubbard Lindsay's services will include: singing some of her curriculum based songs, grade-level musical concepts (K-5), hands-on playing of musical instruments for the students (recorders, bells, percussion, batons for conducting, kazoos, etc.), handouts to accompany the lessons, and bringing in various instruments that she plays – recorder, flute, banjo, guitar, etc.

FISCAL IMPACT:

Not to exceed \$5,700.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #15-37 with Janice Hubbard Lindsay.

ADDITIONAL MATERIAL:

Attached: Agreement #15-37, Janice Hubbard Lindsay (13 Pages)
Scope of Services (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-37

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August, 2015 by and between the Oxnard School District (“District”) and Janice Hubbard Lindsay (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 6, 2015** through **June 30, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Five Thousand Seven Hundred Dollars (\$5,700.00), 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. Marlene Breitenbach
 Phone: (805) 385.1557
 Fax: (805) 983.7215

To Consultant: Janice Hubbard Lindsay
 99 Cerro Crest Drive
 Camarillo, CA 93010
 Phone: (805) 383.0838
 Fax: ()

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

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

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

26. **Administration.** **DR. MARLENE BREITENBACH** 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:

JANICE HUBBARD LINDSAY:

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 #15-37

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-37

SERVICES

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

Services will include: singing some of her curriculum based songs, grade-level musical concepts (K-5), hands-on playing of musical instruments for the students (recorders, bells, percussion, batons for conducting, kazoo's, etc.), handouts to accompany the lessons, and bringing in various instruments that she plays – recorder, flute, banjo, guitar, etc.

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

N/A

III. During performance of the Services, Consultant will keep the District apprised 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 #15-37

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-37

COMPENSATION

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

***See attached Scope of Services**

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 \$5,700.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-37

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 #15-37

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 #15-37

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-37

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, **JANICE HUBBARD LINDSAY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

JANICE LINDSAY - MUSIC SPECIALIST
SCOPE OF MUSIC SERVICES TO BE PROVIDED TO MARSHALL
SCHOOL 2015-2016

Janice Lindsay's services will include: singing some of her curriculum based songs, grade-level musical concepts (K-5), hands-on playing of musical instruments for the students (recorders, bells, percussion, batons for conducting, kazoos, etc.), handouts to accompany the lessons, and bringing in various instruments that she plays - recorder, flute, banjo, guitar, etc.

Additional Teaching Skills Include

Catalog of over 60 curriculum songs for school-age children

GarageBand for iPad

iwritemusic for iPad

Fundamentals of Music (following California and National Standards, also Common Core)

Guitar accompaniment

TBE - program tailored to ability of students. Sing-alongs, rhythm instruments, dancing

Functionally fluent in Spanish

Rate of pay: \$180 per day, (based on average 6 hours at \$30 per hour).

Total cost for **21 days** of instruction (over the course of 21 weeks) = \$3,780*

Total cost for **24 days** of instruction (over the course of 24 weeks) = \$4,320*

Total cost for **30 days** of instruction (over the course of 30 weeks) = \$5,400*

*2 Rehearsals and performance are included

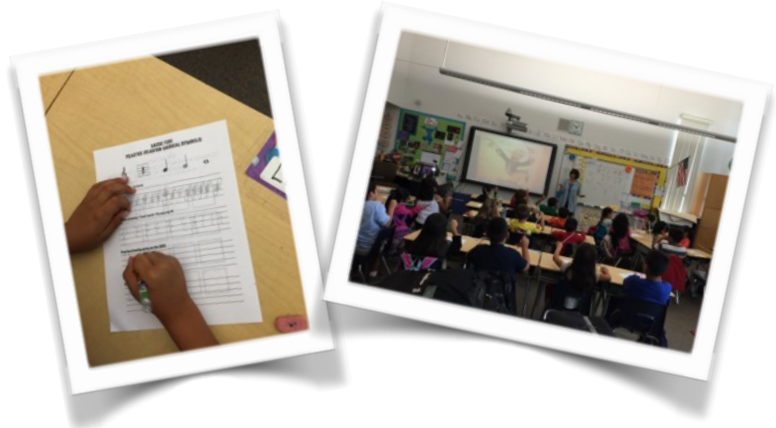
There will be a one-time \$300 annual fee for color copies, ink and supplies.

Contact:

Janice Lindsay

(805) 383-0838 (h), (805) 377-8657

janicelindsay@rocketmail.com



BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-38 – Community Action Partnership of San Luis Obispo County Inc. – Buena Ventura Migrant & Seasonal Head Start Program at Harrington School (Freeman/Thomas)

This Agreement/MOU confirms the agreement between Oxnard School District and Community Action Partnership of San Luis Obispo County Inc. The establishment of this partnership makes it possible for each agency to use their resources to benefit the Oxnard School District by providing students with Migrant & Seasonal Head Start services at Harrington School.

Term of the Agreement/MOU: **August 6, 2015 to July 15, 2016**

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-38 with Community Action Partnership of San Luis Obispo County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-38, Community Action Partnership of San Luis Obispo County Inc. (1 Page)
Certificate of Insurance (13 Pages)

Agreement/Memorandum of Understanding #15-38

Oxnard School District and Community Action Partnership of San Luis Obispo County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing Migrant & Seasonal Head Start preschool services; **Buena Ventura Migrant & Seasonal Head Start Program**.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CAPSLO and to define responsibilities of the Agencies as they relate to providing high quality child development services on the campus of Harrington Elementary School. The facilities will be used to provide Migrant & Seasonal Head Start services to toddlers and preschool aged children. Instructional calendar runs Monday – Friday 5:15am – 5:00pm beginning October 26, 2015 through July 15, 2016. CAPSLO staff may occupy facility prior to first day of instruction, starting (Date to be determined).

Memorandum of Understanding Term:

This MOU will be in effect from **August 6, 2015 through July 15, 2016**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CAPSLO. OSD will notify CAPSLO of the intent to renew MOU for 2016-2017 no later than April 30, 2016.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following at no cost to CAPSLO:

1. Provide the use of two classrooms in the Harrington Preschool Center facility to accommodate up to 36 children.
2. Provide the use of a shared playground at Harrington Preschool Center.
3. Provide custodial services five days per week and facility utilities, phones, and internet access when needed while the Migrant & Seasonal Head Start program is operational.

Community Action Partnership of San Luis Obispo County, Inc. agrees to:

1. Implement a Migrant & Seasonal Head Start Preschool.
2. Hire qualified teaching staff to provide intensive educational services to the children attending the Buena Ventura Migrant & Seasonal Head Start to be offered at Harrington Preschool Center.
3. Coordinate use of playground areas with early education partners at Harrington Preschool Complex. (Playground areas are intended for use by CAPSLO, CDI, Oxnard NFL, and MICOP)
4. Provide OSD with a copy of CCL license certificate and personnel list.
5. Provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Automobile, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Jim Famalette, Chief Operating Officer.

Date

Community Action Partnership of San Luis Obispo County, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2015

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

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

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309		CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
INSURED Community Action Partnership of San Luis Obispo County, Inc. 1030 Southwood Drive San Luis Obispo CA 93502-5813		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Cypress Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24116862

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1313871	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			PHPK1313871	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB494513	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	3300057205-142	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <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

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

The Certificate Holder is included as an Additional Insured per the attached PI-GLD-HS 10/11 form, only if required by written contract/agreement. Sexual Abuse & Molestation coverage is included with an per occurrence/aggregate limit of \$1,000,000

CERTIFICATE HOLDER

Oxnard School District
 Attn: Noemi Valdes
 1051 S. A Street
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Debra Rosas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments -- Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments -- Bail Bonds	\$5,000	5
Supplementary Payment -- Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement -- Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured -- Newly Acquired Time Period	Amended	6
Additional Insured -- Medical Directors and Administrators	Included	7
Additional Insured -- Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured -- Broadened Named Insured	Included	7
Additional Insured -- Funding Source	Included	7
Additional Insured -- Home Care Providers	Included	7
Additional Insured -- Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured -- Lessor of Leased Equipment	Included	7
Additional Insured -- Grantor of Permits	Included	8
Additional Insured -- Vendor	Included	8
Additional Insured -- Franchisor	Included	9
Additional Insured -- When Required by Contract	Included	9
Additional Insured -- Owners, Lessees, or Contractors	Included	9
Additional Insured -- State or Political Subdivisions	Included	10

Page 1 of 12

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. “Client” means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. “Employee” means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent “employee” as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) “Employee” does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any “manager,” director or trustee except while performing acts coming within the scope of the usual duties of an “employee.”
- c. “Manager” means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. Owners, Lessees or Contractors** – Any person or organization, but 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 when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) 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
 - (b) 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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-39 - Mixteco/Indigena Community Organizing Project (MICOP) – Case Management, Resource & Referral (Freeman/Thomas)

The agreement formalizes Family Strengthening programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Case Management, Resource & Referral services specifically to the Mixteco community.

Term of the agreement **August 6, 2015 through June 30, 2016**

FISCAL IMPACT:

\$89,698.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #15-39 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL:

- Attached:** Agreement #15-39, Mixteco/Indigena Community Organizing Project (13 pages)
- Exhibit A Reporting and Expenditure Timelines (1 Page)
- Exhibit B Service Provisions (1 Page)
- Exhibit C Line Item Budget (1 Page)
- Exhibit D Payment Method (1 Page)
- Exhibit E Technology Services and Support (2 Pages)
- Certificate of Insurance (2 Pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT #15-39**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **MIXTECO INDIGENA ORGANIZING PROJECT (MICOP)**, P.O. Box 20543, Oxnard, California 93034, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the DISTRICT is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the DISTRICT has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, COMMISSION selected DISTRICT to receive a portion of COMMISSION's allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, DISTRICT and SUBCONTRACTOR are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, DISTRICT selected SUBCONTRACTOR, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **CASE MANAGEMENT, RESOURCE & REFERRAL**, hereinafter referred to as "**Program**" for fiscal year FY 2015-2016.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** DISTRICT Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent DISTRICT in all matters pertaining to this Agreement and shall administer this Agreement on behalf of DISTRICT. District Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. SUBCONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of SUBCONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time SUBCONTRACTOR shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** DISTRICT agrees to pay SUBCONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 20543, Oxnard, California 93034 Attention: Arcenio Lopez.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that

SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
 - 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa Franz, Director of Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Sixty (60) days Notice of Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

2.10 HIRING DIRECTORS PROHIBITED. SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

2.11 SUBCONTRACTS. Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

2.12 NONDISCRIMINATION. SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

2.13 POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

2.14 RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

2.15 LICENSES AND STANDARDS. SUBCONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA). SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is

identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relationship to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's funding period.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

4.2 SUPPLANTING OF PROP 10 FUNDS. Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

4.3 INVOICES. By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

4.4 SUPPLEMENTAL INVOICES. No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent)

increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

- 4.11 REIMBURSEMENT.** SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.
- 4.12 PURCHASE OF FIXED ASSETS.** SUBCONTRACTOR shall not purchase any fixed assets under the terms of this Agreement, unless prior written permission is obtained from the DISTRICT.
- 4.13 MATCHING FUNDS.** SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

- 5.1 GOVERNING LAW.** This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.
- 5.2 WAIVER.** The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.
- 5.3 COMPLIANCE WITH LAWS.** In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.
- 5.4 WHOLE AGREEMENT.** This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.
- 5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.
- 5.6 COMMUNICATIONS.** A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:
- (a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

- (b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and
- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D, and E attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2015-2016, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL

DISTRICT APPROVAL

(Signature)

Arcenio Lopez, Executive Director
(Typed Name/Title)

(Date)

(Signature)

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

(Date)

**MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
 CASE MANAGEMENT, RESOURCE & REFERRAL**

Term: August 6, 2015 to June 30, 2016

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2015 – July 31, 2015	Month 1 Invoice	August 15, 2015
August 1, 2015 – August 31, 2015	Month 2 Invoice	September 15, 2015
September 1, 2015 – September 30, 2015	Month 3 Invoice <i>Quarter 1 Narrative</i>	October 15, 2015
October 1, 2015 – October 31, 2015	Month 4 Invoice	November 15, 2015
November 1, 2015 – November 30, 2015	Month 5 Invoice	December 15, 2015
December 1, 2015 – December 31, 2015	Month 6 Invoice, <i>Quarter 2 Narrative</i>	January 15, 2016
January 1, 2016 – January 31, 2016	Month 7 Invoice	February 15, 2016
February 1, 2016 – February 28, 2016	Month 8 Invoice	March 15, 2016
March 1, 2016 – March 31, 2016	Month 9 Invoice <i>Quarter 3 Narrative</i>	April 15, 2016
April 1, 2016 – April 30, 2016	Month 10 Invoice	May 15, 2016
May 1, 2016 – May 31, 2016	Month 11 Invoice <i>Final batch of Evaluation Surveys</i>	June 15, 2016
June 1, 2016 – June 30, 2016	Month 12 Invoice <i>Quarter 4 Narrative Report</i>	July 7, 2016

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

**Mixteco Indigena Community Organizing Project
Case Management, Resource & Referral (Puentes)**

Exhibit B

August 6, 2015 to June 30, 2016

Program Description: Family Strengthening Services is built on the underlying principle that children do well when their families do well and families do better when they live in supportive neighborhoods. The Case Management, Outreach, Resource & Referral services MICOP will provide compliments the Oxnard NfL Family strengthening framework by providing culturally and linguistically relevant services to an isolated and hard to reach community, engaging parent participation in NfL activities, linking families to health, dental, vision, mental health and other social services.

Program Outcome(s): Parents are linked with services they need and other resources they are eligible for. Parents have the tools, resources, and support for healthy attachments and positive interactions with their children.

Program Component Description

Provide case management, resource and referral services and interpretation as needed to medical, dental, vision, mental health and other social services accessed through Family Resource Centers (FRCs) and community agencies specifically for Mixtec families. Outreach will be performed to promote linkage to social services, early literacy, and school readiness services. Staff will maintain case management model as the basis for coordinating strategic services for at-risk families. Promotoras will participate as members of the multi-disciplinary team for the delivery of intensive interventions for the target population. Staff will be located at Harrington and Chavez FRCs and at the Mixteco Indigena Community Organizing Project office.

No.	Activity	Method	Milestones / Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Service coordination/case management	Home visits, inperson and phone consultation	N/A	8 contacts	Parents	Yes	300	2,400	TBD	TBD

Program Specific Operational Provisions

- 2 Agency will refer family to Oxnard NfL Family Liaisons located at the Oxnard School District Family Resource Centers as needed and continue collaboration and planning for implementation of family strengthening services.
- 3 Agency will provide community resources and referral, linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 1,500 parents served.
- 4 In partnership with other family strengthening providers, agency will participate in community events to promote linkage to services, early literacy, and school readiness.
- 5 Agency will participate in the Oxnard NfL monthly multi-disciplinary team of community service providers (CST).
- 6 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
- 7 Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services
- 8 Agency will provide District quarterly narratives, highlighting child growth and family successes.

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
Project Title: Case Management, Resource & Referral (Puentes
Contract Period: August 6, 2015 - June 30, 2016

First five covers .6424 FTE. OSD Covers 1.8576 FTE

BUDGET CATEGORY	2015-2016	Matching Funds		Total
		Cash Match	In-Kind	
LINE ITEMS				
I. PERSONNEL SERVICES				
Program manager supervision 4.5 h/w for primary and 3.5 for secondary	\$7,721.66			\$7,721.66
Primary Promotor outreach/case management 1.3576 FTE	\$43,616.97			\$43,616.97
Assistant Promotor .4875 FTE	\$14,788.50			
Promotores salary from First Five Contract		\$20,635.17		\$20,635.17
Administrative and reporting assistance	\$4,855.98			\$4,855.98
Clinical Supervision (2 x 52 x \$51)			\$5,304.00	\$5,304.00
Subtotal	\$70,983.12	\$20,635.17	\$5,304.00	\$96,922.29
Tax/Benefits @ 17.55	\$12,457.54	\$3,621.47		\$16,079.01
Subtotal Personnel	\$83,440.66	\$24,256.65	\$5,304.00	\$113,001.31
II. OPERATING EXPENSES				
Mileage	\$151.75			\$151.75
Phone (3 employees x \$25 x 12 mo)	\$892.00			\$892.00
Liability Insurance	\$971.00			\$971.00
Program Supplies	\$380.00			\$380.00
Humanitarian Aid to Oxnard Families		\$12,500.00		\$12,500.00
Facility Usage Fees for Oxnard Community		\$2,400.00		\$2,400.00
Subtotal Operating Expenses	\$2,394.75	\$14,900.00	\$0.00	\$17,294.75
Subtotal	\$85,835.41	\$39,156.65	\$5,304.00	\$130,296.06
III. INDIRECT COSTS				
MICOP administrative costs@ 4.5%	\$3,862.59	\$1,566.27		\$5,428.86
TOTAL BUDGET	\$89,698.00	\$40,722.91	\$5,304.00	\$135,724.91

**MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
CASE MANAGEMENT, RESOURCE & REFERRAL**

Term: August 6, 2015 to June 30, 2016

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit A.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the period August 6, 2015 through June 30, 2016 shall not exceed **\$89,698.00** in accordance with Exhibit C and the services described in Exhibit B.

**MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT.
CASE MANAGEMENT, RESOURCE & REFERRAL**

Term: August 6, 2015 to June 30, 2016

**Exhibit E
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Access Limited Storage on local server
 - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
 - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
 - c. Access to District SIS
 - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
 - b. If local lab technician is not available, the requestor may email the District IT Department at support@oxnardsd.org or call (805) 385-1501 ext. 2100
 - i. IT staff will contact the requestor within 24 hours
 - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
 - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
 - b. **Login Support** – Are logins connecting to network and their assigned resources?
 - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
 - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software? If issues arise, is it hardware, software or network related?
 - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2015

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

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

PRODUCER Phone: (805) 681-0505 Fax: (805) 681-0054
HOLMES & HOLMES INSURANCE AGENCY, INC.
 299 N. FAIRVIEW AVE. 2ND FLOOR
 GOLETA CA 93117

CONTACT NAME: **John Holmes**
 PHONE (A/C, No, Ext): **(805) 681-0505** FAX (A/C, No): **(805) 681-0054**
 E-MAIL ADDRESS: **jholmes@hhins.net**

Agency Lic#: OC17316

INSURED
MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT
 C/O DONNA FOSTER
 PO BOX 20543
 OXNARD CA 93034

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nonprofits' Insurance Alliance of California	
INSURER B :	State Compensation Insurance Fund	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 22601

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 INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		2015-13469-NPO	06/16/15	06/16/16	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED. EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Improper Sexual Con	\$ 1mil/2mil
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2015-13469-NPO	06/16/15	06/16/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			2015-13469-UMB	06/16/15	06/06/16	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9097749-15	04/29/15	04/29/16	<input checked="" type="checkbox"/> WC STATUTORY 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
A	Directors & Officers			2015-13469-DO	06/16/15	06/16/16	Each Wrongful Act	1,000,000
							Annual Aggregate	1,000,000

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

Certificate holder's Additional Insured status respects General Liability for operations of the Named Insured subject to the terms and conditions of attached form CG 20 10 07 04

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A St.
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Kay A. Holmes

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 PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but 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.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Oxnard School District
1051 South A St.
Oxnard, CA 93030

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-40 - Mixteco/Indigena Community Organizing Project (MICOP) – Aprendiendo con Mama y Papa (Freeman/Thomas)

The agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Aprendiendo con Mama y Papa workshop services specifically to the Mixteco community.

Term of the agreement: **August 6, 2015 through June 30, 2016**

FISCAL IMPACT:

\$15,291.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #15-40 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL:

- Attached:** Agreement #15-40, Mixteco/Indigena Community Organizing Project (12 Pages)
Exhibit A Reporting and Expenditure Timelines (1 Page)
Exhibit B Service Provisions (1 Page)
Exhibit C Line Item Budget (1 Page)
Exhibit D Payment Method (1 Page)
Certificate of Insurance (2 Pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT #15-40**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **MIXTECO INDIGENA ORGANIZING PROJECT (MICOP)**, P.O. Box 20543, Oxnard, California 93034, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **APRENDIENDO CON MAMA y PAPA**, hereinafter referred to as "**Program**" for fiscal year FY 2015-2016.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.
- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to **DISTRICT** attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to **SUBCONTRACTOR** at P.O. Box 20543, Oxnard, California 93034 Attention: Arcenio Lopez.

SECTION 2 - STANDARD PROVISIONS

2.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT. SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

2.3 PERSONNEL DISCLOSURE. SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

2.4 RESPONSIBILITY FOR EQUIPMENT. DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes

any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa A. Franz, Director of Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) days Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

2.10 HIRING DIRECTORS PROHIBITED. SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

2.11 SUBCONTRACTS. Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

2.12 NONDISCRIMINATION. SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

2.13 POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

2.14 RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must

indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

2.15 LICENSES AND STANDARDS. SUBCONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA). SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's Nfl Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a

majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relationship to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's funding period.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

4.2 SUPPLANTING OF PROP 10 FUNDS. Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

4.3 INVOICES. By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

4.4 SUPPLEMENTAL INVOICES. No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS. SUBCONTRACTOR shall not purchase any fixed assets under the terms of this Agreement, unless prior written permission is obtained from the DISTRICT.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of

such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

- (a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and
- (b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and
- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

5.7 AUTHORITY TO EXECUTE. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.

5.8 NO RIGHTS CONFERRED ON THIRD PARTIES. Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

5.9 SIGNATURES. This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.10 ENTIRE AGREEMENT. The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

5.11 CONTINGENCY. This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2014-2015, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL:

DISTRICT APPROVAL:

Signature

Signature

Arcenio Lopez, Executive Director
Typed Name/Title

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

Date

Date

**MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
 APRENDIENDO CON MAMA Y PAPA**

Term: August 6, 2015 to June 30, 2016

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data, and Outcome Surveys are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2015 – July 31, 2015	Month 1 Invoice	August 15, 2015
August 1, 2015 – August 31, 2015	Month 2 Invoice	September 15, 2015
September 1, 2015 – September 30, 2015	Month 3 Invoice <i>Quarter 1 Narrative Report</i>	October 15, 2015
October 1, 2015 – October 31, 2015	Month 4 Invoice	November 15, 2015
November 1, 2015 – November 30, 2015	Month 5 Invoice	December 15, 2015
December 1, 2015 – December 31, 2015	Month 6 Invoice, <i>Quarter 2 Narrative Report</i>	January 15, 2016
January 1, 2016 – January 31, 2016	Month 7 Invoice	February 15, 2016
February 1, 2016 – February 28, 2016	Month 8 Invoice	March 15, 2016
March 1, 2016 – March 31, 2016	Month 9 Invoice <i>Quarter 3 Narrative Report</i>	April 15, 2016
April 1, 2016 – April 30, 2016	Month 10 Invoice	May 15, 2016
May 1, 2016 – May 31, 2016	Month 11 Invoice <i>Final batch of post Parent Surveys</i>	June 15, 2016
June 1, 2016 – June 30, 2016	Month 12 Invoice <i>Quarter 4 Narrative Report – Cumulative</i>	July 7, 2016

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT

Exhibit B

APRENDIENDO con MAMA y PAPA

August 6, 2015 to June 30, 2016

Program Description: Aprendiendo con Mama y Papa program is designed to strengthen Mixtec families by encouraging and modeling positive interactions of 2-3 year olds. Parent/child dyads will participated in activities which stimulate children's social, emotional, physical, cognitive and sensory development.

Program Outcome(s) - Early Learning; Parents are engaging children in early learning and are reading to their children offer and from an early age.

Provide supports to strengthen bonds between parents and their children and the responsiveness to toddler's needs by increasing knowledge and understanding of the development of young children. **Aprendiendo con Mama y Papa** is a series of Parent and Child Together (PACT) classes oriented around activities which encourage parents to interact with and stimulate thier child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixtec population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulatives, art, nutrition, book-sharing. Each series will consists of 6-8 parent/child dyads, for 6 weeks - one time per week for 60 minutes. Series will be offered at self contained locations that lend themselves to the needs of young children. **Subcontracted to Mixteco Indigena Community Organizing Project**

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early education programs for children and parents together (PACT)	Class	7 series, 6 sessions per series = 42 sessions	1 contact per session x 6 sessions x 7 series = 42 contacts	Children 0-5 and Parents	Yes	63 Children and 48 Parents = 111 participants	666 contacts	TBD	TBD

OPERATIONAL PROVISIONS

- 2 Agency is responsible to perform it's own outreach in the community for puposes of engaging parent participation.
- 3 Agency will link families to the Family Resource Center for other NfL resources as needed.
- 4 Agency will actively participate in the Oxnard NfL Early Learning Subcommittee for the purpose of dialoguing about early learning issues effecting preschool aged children the Oxnard School District community.
- 5 Agency will provide a list of activities for inclusion in the monthly NfL calendar no later than the 15th of the month before the events.
- 6 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
APRENDIENDO con MAMA y PAPA
August 21, 2015 to June 30, 2016

Exhibit C

LINE ITEM JUSTIFICATION

	2014 2015 TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES - Salaries and				
Promotoras Teaching (7 series x 30 h +40 training hours) x \$14.50	3,625.00			3,625.00
Childcare (5 series x 2 hrs x 6 sessions x \$12)	720.00			720.00
Supervision and Clinical (\$16.50 x 4 h/w x 52 w)	3,432.00			3,432.00
Administrative support (\$18.25 x .75 h/w x 52w)	711.75			
ED oversight of program		1,140.00		1,140.00
Enrollment through Puentes promotoras		1,612.00		1,612.00
Benefits (0.14)	1,188.43			1,188.43
Clinical Supervision			960.00	960.00
Subtotal Personnel	9,677.18	2,752.00	960.00	12,677.43
II. OPERATING EXPENSES				
Teaching Materials (\$200 x 7 classes)	1,400.00			1,400.00
Manipulatives (\$100 x 7 classes)	700.00			700.00
Office Supplies	300.00		300.00	600.00
Snacks (\$80 x 7 classes)	560.00			560.00
Class Completion Incentives (7 classes x 7 students x \$20)	980.00			980.00
Parent Kits (\$14 x 7 x 7)	686.00			686.00
Basic needs support -community meetings	0.00		2,000.00	2,000.00
Subtotal Operating Expenses	4,626.00	0.00	2,300.00	6,926.00
IV. OTHER EXPENSES				
Liability Insurance	400.00			400.00
Subtotal Other	400.00	0.00	0.00	400.00
V. INDIRECT				
Indirect cost x 0.04	588.13			588.13
TOTAL BUDGET	15,291.00	2,752.00	3,260.00	20,591.55

List and describe cash source(s)*:

ED salary provided through core operating support from The California Wellness Foundation.

List and describe in-kind support*:

MICOP will provide \$1,500 in-kind match for basic needs support through monthly community meetings at Harrington FRC.

MICOP Clinical Supervisor Sandra Young, FNP will provide ongoing supervision, training, and support to Promotoras

**MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
APRENDIENDO CON MAMA Y PAPA**

Term: August 6, 2015 to June 30, 2016

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit A.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the period August 6, 2015 through June 30, 2016 shall not exceed **\$15,291.00** in accordance with Exhibit C and the services described in Exhibit B.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2015

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

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

PRODUCER Phone: (805) 681-0505 Fax: (805) 681-0054
HOLMES & HOLMES INSURANCE AGENCY, INC.
 299 N. FAIRVIEW AVE. 2ND FLOOR
 GOLETA CA 93117

CONTACT NAME: **John Holmes**
 PHONE (A/C, No, Ext): **(805) 681-0505** FAX (A/C, No): **(805) 681-0054**
 E-MAIL ADDRESS: **jholmes@hhins.net**

Agency Lic#: OC17316

INSURED
MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT
 C/O DONNA FOSTER
 PO BOX 20543
 OXNARD CA 93034

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nonprofits' Insurance Alliance of California	
INSURER B :	State Compensation Insurance Fund	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 22601

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 INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		2015-13469-NPO	06/16/15	06/16/16	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED. EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2015-13469-NPO	06/16/15	06/16/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			2015-13469-UMB	06/16/15	06/06/16	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9097749-15	04/29/15	04/29/16	<input checked="" type="checkbox"/> WC STATUTORY 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
A	Directors & Officers			2015-13469-DO	06/16/15	06/16/16	Each Wrongful Act	1,000,000
							Annual Aggregate	1,000,000

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

Certificate holder's Additional Insured status respects General Liability for operations of the Named Insured subject to the terms and conditions of attached form CG 20 10 07 04

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A St.
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Kay A. Holmes

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 PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but 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.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Oxnard School District
1051 South A St.
Oxnard, CA 93030

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-41 - Mixteco Indigena Community Organizing Project (MICOP) – Bebe Sano Workshops (Freeman/Thomas)

The Agreement/MOU formalizes program objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Bebe Sano workshops specifically to the Mixteco community. Services are at no cost to families and the Oxnard School District.

Term of the Agreement/MOU: August 6, 2015 through June 30, 2016

FISCAL IMPACT:

No cost to the Oxnard School District.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #15-41 with Mixteco Indigena Community Organizing Project.

ADDITIONAL MATERIAL:

Attached: Agreement #15-41, Mixteco Indigena Community Organizing Project (1 Page)
Certificate of Insurance (2 Pages)

Oxnard School District Agreement #15-41
Memorandum of Understanding

The Oxnard School District (OSD) and Mixteco Indigena Community Organizing Project (MICOP) are participating in the Bebe Sano Program. MICOP's Puentes Promotoras will provide basic child development support to Mixtec parents of children prenatal to one year olds. Bebé Sano was developed through a California Endowment subcontract between Ventura County Public Health and the Mixteco/Indigena Community Organizing Project, a local 501c3 based in Oxnard. A family nurse practitioner with extensive experience working with the Mixtec community developed the series in collaboration with local pediatricians and family practice physicians. Direct services stipulated below are funded by Ventura County Children and Family First Commission (First 5) and MICOP, are at no cost to families and the OSD.

MICOP will provide the following:

- Three (3) series of Bebe Sano child development workshops for parents of children ages 0-1. Particular emphasis is placed on recruiting first-time and expectant parents to these workshops.
- Use an innovative, highly successful program designed to empower Mixtec parents in the basics of infant care, hands-on learning, specifically targeted to non-literate Mixteco-speaking parents.
- Classes are taught in Mixteco language and specifically targeted to Mixtec culture.
- Workshops will be offered at Chavez, Harrington, and Lemonwood Family Resource Centers.
- 8-10 students will be recruited for each class series, with an anticipated 50% class completion rate.
- Childcare for parents participating in workshops.
- Collaborate with VC Public Health for home visits, if necessary, to advice parents or other legal guardian of the health needs of the child.
- Connect families to Oxnard NfL for support services.
- Provide Oxnard School District with Certificate of Insurance naming the Oxnard School District as "additional insured".
- Complete and submit Use of Facilities forms – OSD will notify when electronic system is available.
- Complete and submit Personnel Disclosure form.
- Comply with Child Abuse Reporting requirements.

The Oxnard School District/Oxnard NfL Program will:

- Participate in the proposed project's goals and objectives.
- Coordinate use of facilities for classroom spaces (parent education workshops and childcare) at various school campuses.

Term of this Agreement: August 6, 2015 to June 30, 2016. MICOP has also entered into contract with Ventura County Children & Families First Commission.

Mixteco Indigena Community Organizing Project and the Oxnard School District look forward to working together toward empowering families to be nurturing and supportive of their children, and ultimately assisting children to be ready for kindergarten.

Arcenio Lopez, Executive Director
Mixteco Indigena Community Organizing Project

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

(Contingent Upon Board Approval)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2015

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PRODUCER Phone: (805) 681-0505 Fax: (805) 681-0054
HOLMES & HOLMES INSURANCE AGENCY, INC.
 299 N. FAIRVIEW AVE. 2ND FLOOR
 GOLETA CA 93117

CONTACT NAME: **John Holmes**
 PHONE (A/C, No, Ext): **(805) 681-0505** FAX (A/C, No): **(805) 681-0054**
 E-MAIL ADDRESS: **jholmes@hhins.net**

Agency Lic#: OC17316

INSURED
MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT
 C/O DONNA FOSTER
 PO BOX 20543
 OXNARD CA 93034

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nonprofits' Insurance Alliance of California	
INSURER B :	State Compensation Insurance Fund	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 22601

REVISION NUMBER:

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							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			2015-13469-UMB	06/16/15	06/06/16	EACH OCCURRENCE	\$ 3,000,000
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							E.L. EACH ACCIDENT	\$ 1,000,000
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							Annual Aggregate	1,000,000

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CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A St.
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Kay A. Holmes

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 PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but 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.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Oxnard School District
1051 South A St.
Oxnard, CA 93030

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-42 – Summit View School (Freeman/Ridge)

Requesting approval for Non Public School (NPS) services for student JJ121301 for the 2015-2016 school year, excluding Extended School Year. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: JJ121301

FISCAL IMPACT:

Tuition:	\$140.23 x 180 days = \$25,241.40
Extended School Year:	N/A
Speech Services:	\$88.00 per hour x 36 hours = \$3,168.00
OT Services:	\$61.68 per 30 mins. x 36 sessions = \$2,220.48
Grand Total:	<u>\$30,629.88</u> - Services to be paid with Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-42 with Summit View School.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-42, Summit View School (4 pages)



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-42

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the SUMMIT VIEW SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: JJ121301

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2015-2016** school year at a daily rate of \$140.23 for 180 days; Occupational Therapy services 30 minutes a week, 2 hrs. per month, not to exceed 18 hours per school year, at a rate of \$61.68 per 30 minutes; Speech Therapy services 60 minutes per week, 4 hours per month, not to exceed 36 hours per school year a rate of \$88 per hour; services not to exceed **\$30,629.88.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-42

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$30,629.88** for **Student: JJ121301**.

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-42

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

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

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

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



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

AGREEMENT #15-42
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carol Coelho, Contract Administrator/Transp. Coordinator
Summit View School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-44 – Passageway School (Freeman/Ridge)

Requesting approval for Non Public School (NPS) services for student AH080202 for the 2015-2016 school year, including Extended School Year. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: AH080202

FISCAL IMPACT:

Tuition: \$150.87 per diem x 200 days = \$30,174.00
(Including 20 days of Extended School Year)

Speech Services: \$94.58 per hour; 1 hour per week x 4 weeks =
\$378.32 x 11 months = \$4,161.52

Transportation: \$30.84 round trip daily rate for 200 days = \$6,168.00

Grand Total: \$40,503.52 - Services to be paid with Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-44 with Passageway School, NPS in the amount not to exceed \$40,503.52.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-44, Passageway School (4 pages)
Certificate of Insurance (2 Pages)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-44

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the PASSAGEWAY SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: AH080202

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2015-2016** school year, at a daily rate of \$150.87 for 200 days, this includes 20 days of extended school year through August 2016. Also Speech Therapy services at an hourly rate of \$94.58 for 240 minutes a month; transportation services at a daily rate of \$30.84; services not to exceed **\$40,503.52**.

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-44

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$40,503.52** for **Student: AH080202.**

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



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-44

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any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

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

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



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-44

Page 4

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Diana Adame, Assistant Administrator
Passageway School, Nonpublic, Nonsectarian School

CERTIFICATE OF LIABILITY INSURANCE

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 WINGOOD INSURANCE AGENCY 8907 Warner Ave., Suite 168 Huntington Beach, CA 92647 License#: 0737679	CONTACT Russell Wingood NAME: PHONE (A/C, No, Ext): 714-963-9703 FAX (A/C, No): 714-965-8268 E-MAIL: russ@Bsure2insure.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Essex Insurance Company 39020 INSURER B: Scottsdale Insurance Company 41297 INSURER C: Torus Specialty Insurance 44776 INSURER D: INSURER E: INSURER F:
INSURED Passageway, Inc 1153 Lawrence Drive Newbury Park, CA 91320	

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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2 CS5413	03/11/15	03/11/16	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
B	AUTOMOBILE LIABILITY			CAS0097359	02/02/15	02/02/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			70693F130 ALI	03/11/15	03/11/16	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				E.L. EACH ACCIDENT \$
			N/A				E.L. DISEASE - EA EMPLOYEE \$

								E.L. DISEASE - POLICY LIMIT	\$
A	Commercial Building Coverage		2	CS5413	03/11/15	03/11/16		\$1,450,000	

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

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">as additional insured: Oxnard Elementary School District 1051 South "A" Street Oxnard, CA 93030</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p>
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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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 #15-45 – Food Safety Training Specialists (Cline/Picola)

The California Health and Safety Code, §113947.1 requires each retail food facility that prepares food to have at least one person certified in food safety. The certifications must be renewed every 5 years from the date issued. Many of the Child Nutrition Coordinators are approaching that date. In an effort to provide a higher level of safety to the students of the Oxnard School District, the district is providing certification to all food service workers by providing three food safety certification workshops during the 2015-16 school year. Kim Goodlett of Food Safety Training Specialists has provided the training for three previous re-certifications. Ms. Goodlett is very thorough and knowledgeable and helps ensure a high pass rate for the workshops.

FISCAL IMPACT:

Not to exceed \$5,400.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve Agreement #15-45 with Food Safety Training Specialists.

ADDITIONAL MATERIAL:

Attached: Agreement #15-45, Food Safety Training Specialists (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-45

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August, 2015 by and between the Oxnard School District (“District”) and Food Safety Training Specialists (“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 **August 6, 2015** through **December 31, 2015** (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 Five Thousand Four Hundred Dollars (\$5,400.00), 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: Jim Picola
Phone: (805) 385.1501 x2435
Fax: (805) 487.8268

To Consultant: Food Safety Training Specialists
2390-C Las Posas Rd., #110
Camarillo, CA 93010
Attention: Kim Goodlett
Phone: (800) 429.7110
Fax: ()

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

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

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

26. **Administration.** **JIM PICOLA** 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:

FOOD SAFETY TRAINING SPECIALISTS:

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 #15-45

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-45

SERVICES

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

***SEE ATTACHED PROPOSALS FOR SERVICES & MATERIALS**

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

N/A

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #15-45

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-45

COMPENSATION

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

***SEE ATTACHED PROPOSALS FOR SERVICES & MATERIALS**

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 \$5,400.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-45

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 #15-45

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 #15-45

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-45

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, **FOOD SAFETY TRAINING SPECIALISTS**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Food Safety Training Specialist
Kim Goodlett
2390-C Las Posas Rd. #110
Camarillo, Ca 93010
kingfoodsafety@sbcglobal.net
www.FoodSafetyWithKim.com

Client

Oxnard School District
1051 South A Street
Oxnard, Ca 93030
Contact: Jim Picola (office 487-3918 ext 237, cell 469-3930)

Services

Food Safety Manager Certification Seminar 3 @ \$750.00 each
8/14/15 7:30 am - 5:30 pm
8/18/15 7:30 am - 5:30 pm
10/30/15 7:30 am - 5:30 pm

Test Materials Provided

105 Exam Forms @ 30.00 each
Sub- total 3,150.00

Location

On site - Oxnard School District Address Above - Board Room

Total Due \$ 5,400.00

Please make check to:
Food Safety Training Specialist
2390-C Las Posas Rd. #110
Camarillo, Ca 93010

Thank you,

Kim Goodlett
800-429-7110

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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/MOU #15-46 - Santa Barbara/Ventura Counties Dental Care Foundation (Freeman/Thomas)

This Memorandum of Understanding formalizes the working relationship between the Oxnard School District (OSD) and Santa Barbara-Ventura Counties Dental Care Foundation (SBVCDCF) and describes the goals and objectives of the Maternal & Infant Oral Health Program and the Family Smiles Oral Health Program. Services stipulated in the agreement are provided at no cost to the families and the Oxnard School District.

Term of the agreement: **August 6, 2015 through June 30, 2016**

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #15-46 with Santa Barbara/Ventura Counties Dental Care Foundation (SBVCDCF).

ADDITIONAL MATERIAL:

Attached: Agreement/MOU#15-46, SBVC Dental Care Foundation (1 Page)
 Certificate of Insurance (5 Pages)

Oxnard School District Agreement #15-46 Memorandum of Understanding

The Oxnard School District (OSD) and the Santa Barbara-Ventura Counties Dental Care Foundation (SBVCDCF) are participating in the Maternal & Infant Oral Health Program of Ventura County project and Family Smiles Oral Health program. Local needs assessment indicates a need in the Oxnard community for preventative dental care for preschool aged children.

The Santa Barbara-Ventura Counties Dental Care Foundation will provide the following:

- Facilitate dental care education workshops for parents of children receiving screenings and/or treatments.
- Provide dental screenings for OSD State Preschool, NfL and other partner agency preschool program students.
 - Screenings will be performed by **California licensed dentists**.
- Provide dental follow-up referrals and/or treatments for children determined to need further oral health care services at no cost to parents of children and at no cost to the Oxnard School District.
 - Dental treatments will be performed by **California licensed dentists**.
- Utilize SBVCDCF mobile dental clinic to screen and treat children.
- Provide the OSD a certificate of insurance naming the Oxnard School District as additional insured (General Liability (Abuse/Molestation), Business Auto, Worker's Compensation, Professional Liability).
- Obtain signed screening/treatment consent forms, (First 5/Intake forms from parents of children) participating in the project prior to screening and/or treatments.
- Require parent/caretaker to approve in writing any dental treatment prior to rendering treatment.
- Coordinate dental screenings directly with OSD/NfL program staff, elementary school staff, schedule treatment appointments directly with parents, and coordinate education workshops directly with parents.

The Oxnard School District/Oxnard NfL Program/Elementary schools will:

- Participate in the proposed project's goals and objectives.
- Contact preschool partners and elementary schools and provide information about the proposed project.
- Coordinate dental screenings with preschool partners, elementary schools, and SBVCDCF.
- Provide the SBVCDCF a list of preschools and elementary schools with contact information for each.
- Provide space for parent education workshops and allow the mobile dental clinic access onto district campuses for dental screenings and treatments.
- Coordinate use of facilities.

Term of this Agreement: **August 6, 2015 to June 30, 2016**

The Santa Barbara-Ventura Counties Dental Care Foundation and the Oxnard School District look forward to working together toward the early identification and treatment of children needing dental care, and the prevention of future dental concerns.

*Elizabeth L. Layne, DDS, MSD, MBA, Executive Director
Santa Barbara-Ventura Counties Dental Care Foundation*

Date

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

Date

(Contingent Upon Board Approval)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2015

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

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

PRODUCER Phone: (805) 681-0505 Fax: (805) 681-0054 HOLMES & HOLMES INSURANCE AGENCY, INC. 299 N. FAIRVIEW AVE. 2ND FLOOR GOLETA CA 93117	CONTACT HOLMES & HOLMES INSURANCE AGENCY, INC. NAME: PHONE (A/C, No, Ext): (805) 681-0505 FAX (A/C, No): (805) 681-0054 E-MAIL: ADDRESS:	
	Agency Lic#: OC17316	
INSURED SANTA BARBARA-VENTURA COUNTIES DENTAL CARE FOUNDATION C/O DR. BETTY LAYNE 1607 EAST THOMPSON BOULEVARD VENTURA CA 93001	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	Diamond State Insurance Co.
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

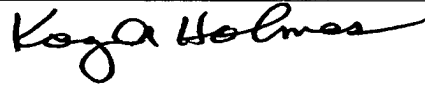
COVERAGES **CERTIFICATE NUMBER: 22643** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BAP000100901	01/09/15	01/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

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

Certificate holder's Additional Insured status respects General Liability for operations of the Named Insured subject to the terms and conditions of attached form EAD-110 (07/2008)

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 Attention: Noemi Valdes nvaldes@oxnardsd.org	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  Kay A. Holmes
--	--

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 a.m. standard time, forms a part of

Policy #: BAP0001009

Issued to: Santa Barbara-Ventura Counties Dental Care Foundat

By: Diamond State Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Who Is An Insured, under SECTION II – LIABILITY COVERAGE, is amended to include the person or organization named in the Schedule below, but only for “bodily injury” or “property damage” resulting from the acts or omissions of:

1. You, while using a covered “auto”.
2. Any other person, while using a covered “auto” with your permission.

SCHEDULE

Additional Insured

Oxnard School District

1051 South A Street, Oxnard, CA 93030

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



INFORMATION PAGE

The Dentists Insurance Company
 Insurer ID No(s). 40975

Policy No. CAWC-004249-05

1. Named Insured: Santa Barbara-Ventura Counties Dental Care
 Foundation, Inc.

Prior Policy No. CAWC-004249-04

Mailing Address: 1607 E Thompson Blvd
 Ventura, CA 93001

Individual LLC
 Corporation LLP
 Partnership Other Non profit
 organization

FEIN: 95-2998837

Intra/Interstate Risk ID No.

Other workplaces not shown above: See Form WC 04 00 03

2. This policy period is from 04/01/2015 to 04/01/2016 12:01 A.M. standard time at the insured's mailing address.

3: A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 1,000,000 each accident
 Bodily Injury by Disease \$ 1,000,000 policy limit
 Bodily Injury by Disease \$ 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any listed here:

D. This policy includes these endorsements and schedules: See Form WC 04 00 04

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code No.	Classifications	Premium Basis Estimated Annual Remuneration	Rate Per \$100 Of Remuneration	Estimated Annual Premium
8810	CLERICAL OFFICE EMPLOYEES NOC	169,748	0.55	934

Experience Modification _____ Total Estimated Annual Premium \$ 1,116

Minimum Premium \$ 320 Deposit Premium \$ 1,116

Premium Adjustment Period _____ Countersigned by [Signature]

Producer Information: TDIC 1201 K Street, 17th Floor Sacramento, CA 95814

Servicing/Issuing Office Home Office Date 06/15/2015



In consideration of the required premium, this policy is effective for the policy period beginning and ending at 12:01 a.m. at the insured address below and subject to the limit of liability for each coverage stated below and subject to all provisions of the policy form, all endorsements, and your application. This Declaration Insert attaches to and becomes part of Policy Form TDIC 2200-0114AS.

Policy Number	Policy Period Effective Date	Policy Period Expiration Date
CA028334-1-01	07/01/2014	07/01/2015
Named Insured	Class Description	
MEHRAVAR E. BROWN, DDS PO BOX 1634 PORT HUENEME, CA 93044	11 GENERAL DENTISTS USING ONLY THE FOLLOWING ANESTHETIC TECHNIQUES: LOCAL ANESTHETIC. ORAL SEDATION AND NITROUS OXIDE ANALGESIA.	

Dental Specialty	Component	Territory
GENERAL PRACTICE	SANTA BARBARA-VENTURA	C

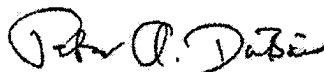
Limits of Liability	Coverage	Retroactive Date
Each Claim \$1,000,000	Coverage A - Dentists Professional Liability Claims-Made Form	08/10/1994
Each Occurrence \$1,000,000	Coverage B - Dental Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined \$3,000,000		
Aggregate \$100,000	Coverage C - Dental Employment Benefits Liability Claims-Made Form	08/10/1994
Aggregate Defense Costs Reduce Limits N/A	Coverage D - Dental Employment Practices Liability (optional) Claims-Made Form - 20% co-payment	
Aggregate \$60,000	Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate \$100,000	Coverage F - Regulatory Authority Legal Defense Costs Claims-Made Form	08/10/1994

Policy Premium	
Total:	\$864.00

Discounts	
(1) No Seminar Disc Expires: N/A	(2) Part-time (3) None (4) None

Notices			
Endorsements made a part of this policy:	TDIC2122-0114AS	TDIC2500-0114CA	TDIC2513-0114AS
	TDIC2026-0114AS	TDIC2044-0114AS	

For questions regarding your insurance call: 1-800-733-0633 or 916-443-0471



Peter DuBois
President & CEO

05/14/2014
Date issued

TDIC1111-0114AS

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-48 - Action Preparedness Training (Freeman/Ridge)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to teachers and support staff as needed for the 2015-2016 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

FISCAL IMPACT:

The cost is \$50 per person, total amount not to exceed \$6,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-48 with Action Preparedness Training.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-48, Action Preparedness Training (13 Pages)
Proposal (1 Page)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-48

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August, 2015 by and between the Oxnard School District (“District”) and Action Preparedness Training (“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 **August 6, 2015** through **June 30, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Six Thousand Five Hundred Dollars (\$6,500.00), 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 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: Chris Ridge
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

To Consultant: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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.** **CHRIS RIDGE** 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:

ACTION PREPAREDNESS TRAINING:

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 #15-48

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-48

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.	
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 #15-48

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-48

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$6,500.00 (\$50.00 per OSD staff member)

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 \$6,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-48

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 #15-48

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 #15-48

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-48

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, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

**Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333**

Proposal 2015-2016

June 16, 2015

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- a. As needed during the 2015-2016 school year.
- b. Cost (lump sum or hourly/not to exceed) \$50 per OSD staff member; not to exceed \$6,500.

Glenda Mahon- EMT
Owner

(805) 340-6333



159 East County Line Road • Hatboro, PA 19040-1218
1-800-982-9491 • Fax 1-800-739-8818 • www.hpso.com

04/20/15

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a division of Affinity Insurance Services, Inc.; in NY and NH, AIS Affinity Insurance Agency; in MN and OK, AIS Affinity Insurance Agency, Inc.; and in CA, AIS Affinity Insurance Agency, Inc. dba Aon Direct Insurance Administrators License #0795465.



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURENCE POLICY FORM

Print Date: 4/20/2015

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279679 from 04/23/15 to 04/23/16 at 12:01 AM Standard Time

Named Insured and Address:

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty:

Basic/Intermediate EMT

Code:

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 143.00

Base Premium \$143.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121503-C G-121501-C1 G-145184-A G-147292-A GSL15563
GSL15564 GSL15565 GSL17101 GSL13424 G-123846-D04 GSL3886
GSL3908 CNA79575

Handwritten signature of Thomas F. Motamed

Chairman of the Board

Handwritten signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at www.hpsso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
G-123846-D04	California Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA79575	Exclusion of Cosmetic Procedures

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: Glenda C Mahon
Policy#: 0270279679

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-50 – Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start (Freeman/Thomas)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Haydock.

Term of the Ground Lease: August 6, 2015 to June 30, 2016

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-50 with Child Development Resources of Ventura County Inc. for the Head Start Program at Haydock.

ADDITIONAL MATERIALS:

Attached: Agreement #15-50, Child Development Resources of Ventura County Inc. (15 Pages)
 Certificate of Insurance (3 Pages)

Agreement #15-50
OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF HAYDOCK HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 5th day of August, 2015 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Haydock Middle School at 647 West Hill Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

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

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 13,200 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Haydock Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2015, a copy of the program instructional and staffing calendar for Program year 2015-2016.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is not shared, common playground area measures 7,040 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment)

CDR provides weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment. Appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **one (1) year commencing on August 6, 2015 (the “Commencement Date”) and ending June 30, 2016** unless terminated sooner under any provision of this Agreement (the “Term”). Lessee may have access to facility starting July 1, 2015.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an

extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is required by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises, and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90)

consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

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

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 Notices

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

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Sara O'Conlon

If to the District:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa A. Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 Severability

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

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District no later than July 30, 2015 a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (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, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment

of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys fees.

Section 13.17 Authority

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

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 30, 2015, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

**DISTRICT:
OXNARD SCHOOL DISTRICT**

**LESSEE:
CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

Signature

Signature

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

Don Henniger, Chief Executive Officer
Typed Name/Title

Date

Date

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF HAYDOCK MIDDLE SCHOOL SITE

DESCRIPTION OF PREMISES

Parcel 1

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the North line of Hill Street at the Southwest corner of Lot 6, Block 4 of the Wolff, Hill Laubacher Subdivision as per map thereof recorded in book 5, page 16 ½ of Maps; thence, along the North line of said Hill Street,

1st. - North 89° 53' West, 706.40 feet to the East of the Wooley Road Subdivision, as per map thereof recorded in book 13, page 79 of Maps; thence along said East line,

2nd. - North 0° 06' West 878.88 feet to the South line of the land conveyed to Carrie F. Jaqua by deed recorded March 19, 1913 in book 135, page 271 of Deeds; thence along the South line of said land of Carrie F. Jaqua and its Easterly prolongation.

3rd. - South 89° 51' East, 154.00 feet; thence,

4th. - South 89° 53' 45" East, 373.93 feet to a line which is parallel with and 60.00 feet Westerly, measured along the Southerly line of Wooley Road 40.00 feet wide, from the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds; thence along said parallel line,

5th. - North 277.87 feet to the Southerly line of said Wooley Road; thence along the Southerly line of said Wooley Road,

6th. - South 89° 53' East 60.00 feet to the Northwest corner of said land of Anastia Revolon; thence along the Westerly line of said land of Anastia Revolon,

7th. - South 363.00 feet to the Southwest corner of said last mentioned land; thence along the South line thereof,

8th. - South 89° 53' East, 120.00 feet to a point in the West line of said Wolff Hill Laubacher Subdivision at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

9th. - South 793.30 feet to the point of beginning.

EXCEPTING the interest in said land as conveyed to the City of Oxnard, a municipal corporation, by deed recorded May 29, 1953 as Document No. 12812.

Parcel 2

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds distant along said West line South 277.87 feet from the Southerly line of Wooley Road, said West line South 277.87 feet from the Southerly line of Wooley Road, 40.00 feet wide; thence along the West line of said land of Anastia Revolon,

1st: - South 85.13 feet to the Southwest corner thereof; thence along the South line of said last mentioned land,

2nd: - South 89° 53' East 120.00 feet to a point in the West line of the Wolff Hill Laubacher Subdivision, as per map thereof recorded in book 5, page 16 ½ of Maps at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

3rd: - North 85.13 feet more or less, to a line which bears South 89° 53' East from the point of beginning; thence along said line,

4th: - North 89° 53' West, 120.00 feet to the point of beginning.

SUBJECT TO:

1. General and special taxes for the fiscal year 1953-54, a lien not yet payable.
2. Covenants, conditions, restrictions, easements and rights of way of record.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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

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

PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	PHONE (A/C, No., Ext): 805-413-0250	FAX (A/C, No.): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
PRODUCTS - COMP/OP AGG \$ 3,000,000							
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							UM/UIIM \$ 1,000,000
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
							AGGREGATE \$ 9,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
 Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
 Attn: Noemi Valdes
 1051 South A Street
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Steph M. Davis

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield
	PHONE (A/C, No, Ext): 805-413-0250 FAX (A/C, No): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Arch Insurance Company
	INSURER B : Insurance Company of the West NAIC # 27847
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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.

INSTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							UM/UIM \$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	EXCESS LIAB						CLAIMS-MADE
	DED						\$
	RETENTIONS						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Step M. Davis

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-51 – Child Development Resources of Ventura County Inc. – Ground Lease for San Miguel Head Start (Freeman/Thomas)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at San Miguel.

Term of the Ground Lease: August 6, 2015 to June 30, 2016

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-51 with Child Development Resources of Ventura County Inc. for the Head Start Program at San Miguel.

ADDITIONAL MATERIALS:

Attached: Agreement #15-51, Child Development Resources of Ventura County Inc. (14 Pages)
Certificate of Insurance (3 Pages)

Agreement #15-51
OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF **MARY CRAWFORD HEAD START** AT SAN MIGUEL SCHOOL [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 5th day of August, 2015 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at San Miguel Elementary School at 2400 South J Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

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

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,081 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Mary Crawford Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2015, a copy of the program instructional and staffing calendar for Program year 2015-2016.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 8,750 square feet. Head Start staff use the restrooms in the district building adjacent to the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever

standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment)

CDR provides only minimal weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment. Appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **one (1) year, commencing on August 6, 2015 (the "Commencement Date") and ending June 30, 2016** unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2015.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the

District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is require by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;

- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District’s maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property (“Lessee’s Personal Property”) that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee’s Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

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

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 Notices

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

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Sara O'Conlon

If to the District:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 Severability

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

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a

waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District, no later than July 30, 2015, a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (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, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys fees.

Section 13.17 Authority

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

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 30, 2015, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
**CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

Signature

Signature

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

Don Henniger, Chief Executive Officer
Typed Name/Title

Date

Date

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF KAMALA SCHOOL SITE

DESCRIPTION OF PREMISES

Part of Subdivision 39 as the same is designated and delineated upon the certain map entitled, "Map of Rancho El Rio de Santa Clara o' La Colonia, partitioned by order of Dist. Court 1st Jud. District, California, " and filed in the office of the County Clerk of Ventura County in that certain action entitled, "Thomas A. School, et al., Pliffs. vs. Rafael Gonzales, et al., Defts." said action having been brought for the purpose of partitioning said Rancho El Rio de Santa Clara o' La Colonia, and more particularly described as follows:

Beginning at a point South 0° 01' West 160.00 feet from a point which bears South 89° 59' 30" West 238.00 feet from the Southwest corner of the Sea Grove Tract, as per map thereof recorded in book 15, page 71 of Maps in the office of the County Recorder of said county; thence,

1st: South 0° 01' West 678.52 feet to a point; thence

2nd: South 89° 59' 30" West 644.15 feet parallel with the northerly line of said Subdivision 39 and 838.52 feet therefrom, to a point in the East line of the land conveyed to Ignatz Friedrich by deed recorded in book 138, page 292 of Deeds; thence along said East line,

3rd: North 0°01' East 678.52 feet to a point; thence,

4th: North 89° 59' 30" East 644.15 feet parallel with the said northerly line of Subdivision 39 and 160.00 feet therefrom to the point of beginning.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1 OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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

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

PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	PHONE (A/C, No., Ext): 805-413-0250	FAX (A/C, No.): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 3,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT)	\$
								UM/UIIM	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE	\$ 9,000,000
	<input type="checkbox"/> DED						<input type="checkbox"/> RETENTION \$		\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg Bldg	16,928,000	
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000	

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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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 United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield
	PHONE (A/C, No, Ext): 805-413-0250 FAX (A/C, No): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Arch Insurance Company
	INSURER B : Insurance Company of the West NAIC # 27847
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							UM/UIM \$ 1,000,000
A	UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	EXCESS LIAB						CLAIMS-MADE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						N/A
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steph M. Davis

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-52 – Child Development Resources of Ventura County Inc. – Ground Lease for Marina West Head Start (Freeman/Thomas)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Marina West.

Term of the Ground Lease: August 6, 2015 to June 30, 2016

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-52 with Child Development Resources of Ventura County Inc. for the Head Start Program at Marina West.

ADDITIONAL MATERIALS:

Attached: Agreement #15-52, Child Development Resources of Ventura County Inc. (13 Pages)
Certificate of Insurance (3 Pages)

Agreement #15-52
OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF MARINA WEST HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 5th day of August, 2015 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Marina West Elementary School at 2501 Carob Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

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

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,300 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Marina West Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2015, a copy of the program instructional and staffing calendar for Program year 2015-2016.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 7,020 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment)

CDR provides only minimal weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment. Appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **one (1) year commencing on August 6, 2015 (the "Commencement Date") and ending June 30, 2016** unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2015.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the

District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is require by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

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

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 Notices

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

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Sara O’Conlon

If to the District:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 Severability

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

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of

the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District, no later than July 30, 2015, a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (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, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas,

playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys fees.

Section 13.17 Authority

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

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 30, 2015, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

**DISTRICT:
OXNARD SCHOOL DISTRICT**

**LESSEE:
CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

Signature

Signature

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

Don Henniger, Chief Executive Officer
Typed Name/Title

Date

Date

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF MARINA WEST SCHOOL SITE

DESCRIPTION OF PREMISES

A portion of Lots 61 and 62 of the Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California as said lot is designated and delineated on that certain map recorded in the office of the County Recorder of said County in Book 8 of Miscellaneous Records (Maps) at page 1 et seq., more particularly described as follows:

Beginning at the intersection of the northerly line of Carob Street thirty (30) feet wide with the westerly line of McLoughlin Street thirty (30) feet wide as said Streets are shown on the map of Tract No. 1382, recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

1st – Northerly along the westerly line of said McLoughlin Street to a point in the northerly line of said Lot 61; thence,

2nd – Westerly along said northerly line and the northerly line of said Lot 62 to a point in a line parallel with and distant 130.00 feet easterly of measured at right angles from the northerly prolongation of the center-line of Elsinore Avenue sixty (60) feet wide as shown on said map recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

3rd – Southerly along said parallel line to a point in the northerly line of the hereinabove mentioned Carob Street thirty (30) feet wide; thence,

4th – Easterly along said northerly line to the point of beginning.

Containing 11.628 acres.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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

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

PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	PHONE (A/C, No., Ext): 805-413-0250	FAX (A/C, No.): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY	X		NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
							UM/UIIM	\$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB						AGGREGATE	\$ 9,000,000
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg	16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Noemi Valdes 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company	NAIC #
INSURER B : Insurance Company of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steph M. Davis

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-53 – Child Development Resources of Ventura County Inc. – Sierra Linda NfL Preschool 2015-2016 (Freeman/Thomas)

This MOU confirms the agreement between Oxnard School District and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Sierra Linda NfL Preschool for the 2015-2016 school year.

Term of the Agreement: August 6, 2015 to June 30, 2016

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-53 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-53, Child Development Resources of Ventura County Inc. (1 Page)
Certificate of Insurance (3 Pages)

Agreement/Memorandum of Understanding #15-53

Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Sierra Linda NfL Preschool** located on the campus of Sierra Linda Elementary School and within the boundaries of Oxnard School District. The facilities at **Sierra Linda NfL Preschool** will be used to provide half day year round services of the Head Start/State Preschool option. Instructional calendar begins September 9, 2015. CDR staff may occupy facility starting July 1, 2015, prior to first day of instruction.

Memorandum of Understanding Term:

This MOU will be in effect from August 6, 2015 **through June 30, 2016**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CDR. OSD will notify CDR of the intent to renew MOU for 2016-2017 no later than April 30, 2016.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of two classrooms in the Sierra Linda NfL Preschool facility to accommodate up to 68 children.
2. Provide the use of a shared playground at Sierra Linda NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool half day program for up to 68 children.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Sierra Linda NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Sierra Linda NfL Preschool.
4. Participate in Quality Rating Improvement system coordinated by Ventura County Office of Education.
5. Participate in First 5 research and evaluation studies designed to show the effectiveness of CDR services or to provide information about CDR's program.
6. Continue to perform outreach to the Sierra Linda neighborhood for enrollment eligibility.
7. Provide OSD with a copy of CCL license certificate.
8. Provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
9. Provide OSD copy of program instructional calendar by July 30, 2015.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Don Henniger, Chief Executive Officer
Child Development Resources of Ventura County, Inc.

Date



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY	X		NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
							UM/UIIM	\$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB						AGGREGATE	\$ 9,000,000
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg Bldg	16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

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	AUTHORIZED REPRESENTATIVE <i>Step M. Davis</i>

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

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INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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

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	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Step M. Davis

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-54 – Child Development Resources of Ventura County Inc. – Marina West NfL Preschool 2015-16 (Freeman/Thomas)

This MOU confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start/State Preschool services at Marina West NfL Preschool for the 2015-2016 school year.

Term of the Agreement: August 6, 2015 to June 30, 2016

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-54 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-54, Child Development Resources of Ventura County Inc. (1 Page)
Certificate of Insurance (3 Pages)

Agreement/Memorandum of Understanding #15-54

Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Marina West NfL Preschool** located on the campus of Marina West Elementary School and within the boundaries of Oxnard School District. The facilities of **Marina West NfL Preschool** will be used to provide half day year round services of the Head Start/State Preschool option. Instructional calendar begins September 9, 2015. CDR staff may occupy facility starting July 1, 2015 prior to first day of instruction.

Memorandum of Understanding Term:

This MOU will be in effect from August 6, 2015 **through June 30, 2016**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CDR. OSD will notify CDR of the intent to renew MOU for 2016-2017 no later than April 30, 2016.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of one classroom in the Marina West NfL Preschool facility to accommodate up to 30 children.
2. Provide the use of a shared playground at Marina West NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool half day program for up to 30 children.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Marina West NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Marina West NfL Preschool.
4. Participate in Quality Rating Improvement System coordinated by Ventura County Office of Education.
5. Participate in First 5 research and evaluation studies designed to show the effectiveness of CDR services or to provide information about CDR's program.
6. Continue to perform outreach to the Marina West neighborhood for enrollment eligibility.
7. Provide OSD with a copy of CCL license certificate.
8. Provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
9. Provide OSD with an instructional calendar prior by July 30, 2015.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Don Henniger, Chief Executive Officer
Child Development Resources of Ventura County, Inc.

Date



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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

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

PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	PHONE (A/C, No., Ext): 805-413-0250	FAX (A/C, No.): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY	X		NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
							UM/UIIM	\$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB						AGGREGATE	\$ 9,000,000
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bik Bldg	16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Noemi Valdes 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Steph M. Davis</i>

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NOTEPAD:

HOLDER CODE
INSURED'S NAME Child Development Resources of

CHILD-1
OP ID: JB

PAGE 2
Date 10/14/2014

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield
	PHONE (A/C, No, Ext): 805-413-0250 FAX (A/C, No): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company	NAIC #
INSURER B : Insurance Company of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Step M. Davis

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-55 - Child Development Resources of Ventura County, Inc. – Clerical Support at San Miguel School (Freeman/Thomas)

This agreement renews the MOU terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for clerical support costs at San Miguel School.

Term of this agreement: **August 6, 2015 to June 30, 2016**

FISCAL IMPACT:

Costs for this position will be shared between two preschool partners occupying San Miguel School; Oxnard School District and Child Development Resources of Ventura County, Inc.:

Oxnard School District – Special Education	\$15,744.60
Oxnard School District – Early Childhood Ed. Programs	\$15,744.60
Child Development Resources of Ventura County, Inc.	<u>\$14,358.07</u>
Total Costs	<u>\$45,847.27</u>

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-55 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIAL:

Attached: Agreement/MOU #15-55, Child Development Resources of Ventura County, Inc. (1 Page)
OSD Office Assistant II Position Description (4 Pages)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #15-55
between
OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

This memorandum of Understanding (MOU) is entered into this 5th day of August, 2015, by and between the Oxnard School District, hereinafter referred to as "OSD", and Child Development Resources of Ventura County, Inc., hereinafter referred to as "CDR".

WHEREAS the OSD and CDR have a specific interest and need for additional lease services; an Office Assistant II Bilingual for all day coverage at San Miguel School when school is in session;
NOW THEREFORE it is mutually agreed to as follows:

- a. The OSD will provide an Office Assistant II Bilingual to work from 7:45 a.m. to 3:45 p.m. each school day to perform duties as described in the attached OSD Office Assistant II position description. CDR will only be billed for the months the Head Start program is in session (September 2015-June 2016). CDR will provide training on assigned duties for the Head Start Program. OSD will provide a current job description prior to September 1, 2015 and any updates or changes will be remitted to CDR in writing prior to implementation.
- b. The Office Assistant II Bilingual will work under the general direction of the Principal of Kamala School and will be, at all times, an OSD employee to include all benefits available by and through the OSD to include Worker's Compensation. The Office Assistant II Bilingual position will complete activity reports describing activities completed specific to the Head Start Program for each pay period in compliance with federal guidelines. OSD will provide activity reports on a quarterly basis to CDR's Director of Early Care and Education Programs. Activity reports will coincide with payroll backup and documentation.
- c. The OSD Director of Finance shall invoice CDR quarterly for actual payroll charges of 1/3 of the actual total cost, **not to exceed \$14,358.07** for this term. Billings will include payroll records as backup and will be submitted to the Chief Financial Officer by the 15th following the end of each quarter (October 15th, January 15th, April 15th and July 15th). CDR billing address: 221 East Ventura Blvd., Oxnard, CA 93036.
- d. OSD will inform CDR's Director of Early Care and Education Programs with the name of the assigned Office Assistant II before school begins and will inform CDR of any personnel changes that occur during the contract term.
- e. Any party may cancel this MOU at any time by providing sixty (60) calendar days written notice of their intent to terminate this MOU.

Term of this Agreement: **August 6, 2015 to June 30, 2016**

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Ventura, State of California.

Oxnard School District:

Signature: _____
 Lisa A. Franz, Director, Purchasing

Date: _____

Child Development Resources of Ventura County, Inc.:

Signature: _____
 Don Henniger, Executive Director

Date: _____

[Close this window](#)



Office Assistant II

Class Code:
130

Bargaining Unit: CSEA

OXNARD SCHOOL DISTRICT
Established Date: Jan 28, 2007
Revision Date: Jun 1, 2013

SALARY RANGE

\$15.30 - \$18.59 Hourly

DESCRIPTION:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

Under the direction of an assigned administrator, performs a variety of clerical functions in support of an assigned school or department; types documents, letters, and memoranda; provides information to the general public; and performs a variety of clerical duties relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The Office Assistant III classification performs complex and diverse technical and clerical tasks involving independent action within a specific area including composing correspondence, creating reports, and monitoring budget expenditures.

The Office Assistant II classification performs a variety of clerical functions in support of an assigned school or department including, filing, data entry, typing various documents, maintaining records and inventories, scheduling appointments, and providing assistance to staff and the public.

The Clerical Assistant classification performs routine and very basic clerical functions such as filing and duplicating.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from an assigned administrator.

EXAMPLES OF DUTIES:

ESSENTIAL DUTIES

- Performs a variety of clerical duties including, but not limited to, filing, data entry, duplicating

materials, date stamping and logging documents received, and opening and routing mail;

- Assists in maintaining records for assigned programs; ensures the timely duplication and distribution of a variety of records, reports and other materials as directed;
- Types letters, memoranda, bulletins, reports, schedules, lists, forms and other materials from straight copy or rough draft; proofreads draft documents;
- Maintains a variety of logs, records, and files; maintains records of staff attendance and calls substitutes as assigned;
- Distributes various forms and provides information and assistance to the public and staff regarding their completion;
- Provides assistance to students, staff, and the general public in order to ensure student's success; assists the public and staff in filling out paper work and forms; provides routine information and directs inquiries to the appropriate person or office; answers telephones and takes messages; makes phone calls to request, provide, or verify information as directed;
- Maintains supply and material inventories; orders materials, equipment, and supplies as directed;
- Schedules appointments and meetings; maintains various schedules and calendars;
- Assists certificated staff with the monitoring of students in the office;

Other Related Duties

- Assists in maintaining the health office at a school site; arranges for appropriate care, or if properly trained, provides, first aid for ill and injured students; dispenses medication per physician guidelines;
- May maintain financial records relating to the receipt and disbursement of funds; may assist with student store and associated student body funds;
- For positions with bilingual designations, translates a variety of written materials from English to a second language and from that language into English; interprets and facilitates communication between staff and non-English speaking members of the public; attends various meetings to translate and interpret as needed;
- Assists other clerical or secretarial personnel as directed;
- May serve as a school or department receptionist for staff and the general public;
- Performs related duties and responsibilities as required.

EMPLOYMENT STANDARDS:

EMPLOYMENT STANDARDS

Education: Graduation from high school or equivalency.

Experience: One year of clerical experience.

Special: A valid, California Class C, driver's license may be required, and if so, must be maintained during the course of employment.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

Physical Requirements: Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift and carry up to 20 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal conversation, and see small details.

SUPPLEMENTAL INFORMATION:
KNOWLEDGE, ABILITIES, AND TRAITS

Knowledge of:

- School or District department office terminology, practices, and procedures;
- School or District department rules and guidelines;
- Modern office practices, procedures, and equipment;
- Principles and procedures of record keeping;
- Good public relations techniques;
- Interpersonal skills using tact, patience, and courtesy;
- Correct English usage, grammar, spelling, punctuation, and vocabulary;
- District organization, operations, policies and objectives related to assigned function;
- Pertinent Federal, State and local laws, codes and regulations;
- Proper telephone etiquette;
- Health and safety regulations and basic first aid procedures;
- Basic mathematical principles.

Ability to:

- Make mathematical calculations quickly and accurately;
- Establish and maintain filing systems;
- Work effectively within established time schedules and with minimal direction;
- Operate a variety of office machines and equipment such as a personal computer and applicable hardware and software, copiers, printers, scanners, typewriters, calculators, and fax machines;
- Type/keyboard at a corrected rate of 40 words per minute;
- Provide information and assistance to parents, the general public and other staff members in a helpful, courteous and timely manner;
- Maintain confidentiality of privileged information obtained in the course of work;
- Communicate effectively, both orally and in writing;
- Understand and follow both oral and written directions;
- Establish and maintain effective working relationships;
- Read, interpret, and follow rules, regulations, policies, and procedures.

Traits:

- Appreciates and respects the differences among people;
- Diligently attends to details and quality;
- Easily adapts to situations and changes;
- Effectively manages one's own time, priorities, and resources;
- Logically grasps and thinks through issues and problems;
- Remains steady under pressure;
- Stays focused and has good work ethic;
- Strives to meet customers' needs.

WORK ENVIRONMENT: Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines, may be exposed to air and blood-borne pathogens and germs, bodily fluids and communicable diseases, may be required to drive an automobile to conduct work, and have direct contact with students and the public.

APPOINTMENT: In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of six (6) months during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

Salary Range: 17.0

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-56 - Assistance League, Non-Public School, NPS
(Freeman/Ridge)**

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

Grade: Pre-K (13)

RAI062911	ML062012
MC010711	AL092711
GH052311	KM110311
NL071811	MM110311
CN060211	SP022712
XJ032012	JP121111
JJ062612	

FISCAL IMPACT:

Tuition: \$785 monthly rate x 13 students x 12 months = \$122,460.00
(including Extended School Year; ESY)

Grand Total: \$122,460.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-56 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-56, Assistance League (4 pages)
Certificate of Insurance (16 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-56

THIS AGREEMENT, made and entered into this 5th day of August 2015 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (13)

RA062911	ML062012
MC10711	AL092711
GH052311	KM110311
NL071811	MM110311
CN060211	SP022712
XJ032012	JP121111
JJ062612	

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2015-2016** school year at a cost of \$785.00 per month for 12 months for each Preschool student (13 students), beginning August 2015, including Extended School Year (ESY) through July 2016; amount not to exceed **\$122,460.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$122,460.00** for students listed on cover page one of this Agreement #15-56.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or

contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal

Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

AGREEMENT #15-56

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

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

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

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

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

Page 4
AGREEMENT #15-56

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

Date

Lisa A. Franz, Purchasing Director
Oxnard School District

Date

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



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 82
(Ed. 12 09)

Policy No. PAC 033-30-04 - 03

**ABUSE OR MOLESTATION COVERAGE FORM
DECLARATIONS PAGE**

NAMED INSURED: ASSISTANCE LEAGUE OF VENTURA COUNTY	POLICY PERIOD: 08/02/2014 to 08/02/2015
---	---

LIMITS OF INSURANCE:

Aggregate Limit \$ 2,000,000 Each Abuse Limit \$ 1,000,000

DESCRIPTION OF BUSINESS:

Form of Business CORPORATION

READ YOUR POLICY CAREFULLY, OPTIONAL COVERAGES ARE PROVIDED BY PREMIUM INSERTION.

	Premium
Abuse or Molestation Coverage	\$ 293

TOTAL ADVANCE PREMIUM \$ 293

Premium shown is payable: \$ at inception;

FORMS AND ENDORSEMENTS Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).



Administrative Offices
301 E 4th Street
Cincinnati, OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **A.(1)** of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

b. Additional Insured - Funding Sources

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

(a) Coverage is limited to liability arising out of:

- (i) your ongoing operations performed for such Additional Insured; or
- (ii) that Insured's financial control of you; or
- (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
- (iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

- (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
- (ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATER-CRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
 - (a) less than 51 feet long; and
 - (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

- 14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item **3.** is replaced with:

- 3.** "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A.** The Medical Expense Limit in Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B.** This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C.** This provision **7.** does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE**, Item **6.** is replaced with:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B.** This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C.** This provision **5.** does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A.** In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, Item **1.b.**, and **1.d** are replaced with:

- 1.b.** Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d.** All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.



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CG 85 65 (Ed. 01 12)

ABUSE OR MOLESTATION COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Coverage Form. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "**Insured**" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Form.

SECTION I - ABUSE OR MOLESTATION COVERAGE

1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of "abuse" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any claim or "suit" seeking "damages" because of "abuse" to which this insurance does not apply. We may, at our discretion, investigate any actual, threatened, or alleged "abuse" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Form; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Form.

- b. This insurance applies to "abuse" only if:

- (1) the "abuse" takes place in the "coverage territory";
- (2) the "abuse" takes place during the policy period; and
- (3) prior to the policy period, no insured knew the "abuse" had occurred, in whole or in part. If any insured knew, prior to the policy period, that the "abuse" had occurred, in whole or in part, then any continuation, change, or resumption of such "abuse" during or after the policy period will be deemed to have been known prior to the policy period.

- c. Any "abuse" that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change, or resumption of that "abuse" after the end of the policy period.
- d. Any "abuse" will be deemed to have been known to have occurred at the earliest time when any insured:

- (1) reports all, or any part, of the "abuse" to us or any other insurer;

- (2) receives a written or oral demand or claim for "damages" because of the "abuse"; or
- (3) becomes aware by any other means that the "abuse" has occurred or begun to occur.

Regardless of the number of acts or omissions constituting "abuse," the period of time over which such acts or omissions occur, or the number of persons performing, participating in, or subject to such acts or omissions, all injury arising out of all "abuse" by one person, or by any two or more persons acting together or in concert, is deemed one and the same "abuse," subject to one and the same Limit of Liability.

2. Exclusions

This insurance does not apply to any:

- a. "Damages" because of any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.
- b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured.
- c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
- d. "Damages" because of any:
 - (1) Liability assumed by any insured under any contract or agreement.
 - (2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

- e. "Damages" because of any liability by reason of:
 - (1) causing or contributing to the intoxication of any person;

- (2) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

g. "Damages" because of any liability to:

- (1) Any person, arising out of any:
 - (a) refusal to employ that person;
 - (b) termination of that person's employment; or
 - (c) employment-related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) The spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
- (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

h. "Damages" because of any liability to:

- (1) Any "employee" of the Insured arising out of and in the course of that "employee's":
 - (a) employment by the Insured; or

(b) performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

(i) whether the Insured may be liable as an employer or in any other capacity; and

(ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."

j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.

k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

l. "Damages" because of any insured's hiring, employment, or retention in employment, of any person with a prior history of committing "abuse," if any insured knew of that history either before, or at any time during, the policy period.

m. "Damages" arising out of any insured's knowing:

(1) concealment of,

(2) failure to report, or

(3) failure to comply with any applicable federal, state, or local law, ordinance, or regulation, requiring the reporting of,

any "abuse."

n. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

o. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning

up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

p. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source, or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

q. "Damages" because of any:

(1) liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or

(2) loss, cost, or expense which would not have occurred in whole or part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, "fungi" or bacteria in any form, from any source, or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

This exclusion does not apply to any "fungi" or bacteria that are intended to be, be on, or be contained in, a good or product intended for human consumption as food.

r. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

s. "Damages" because of any insured's liability to any:

(1) company, corporation, or other organization, or

- (2) shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by that Insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

- t. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization other than the Named Insured. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or

- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or

- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

- u. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) enrollment;

- (2) participation in educational or non-educational activities;

- (3) busing or other transportation; or

- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

- v. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual, threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

- w. Civil or criminal fine or penalty, and any loss, cost, or expense paid or incurred in defending against any such fine or penalty.

- x. "Damages" arising out of the following professional services: legal, accounting, financial, appraisal, architectural, or engineering services.

SECTION II - SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" we defend or settle:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION III - WHO IS AN INSURED

1. Subject to 4., below, if you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers," board members and directors are also insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as your stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Subject to 4., below, each of the following is also an insured:

- a. If you are a religious or educational institution:
 - (1) your elders, deacons, vestrymen, councilmen, clergy, and teachers;

(2) members of your Board of Trustees, Board of Governors, or other governing body created by your charter, constitution, by-laws, or other similar governing document, but only while acting within the scope of their duties as such; and

(3) any subsidiary organization that is controlled by the Named Insured. A subsidiary organization is controlled by the Named Insured if the Named Insured owns a majority of the voting shares of that organization.

3. Subject to 4., below, your "employees," other than those already described in 1. or 2., above, are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your "volunteer workers" are insureds, but only while performing duties related to the conduct of your business with your knowledge and consent.

4. However:

a. No "employee," "volunteer worker," director, "executive officer," officer, or other person is an insured for any liability:

(1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your directors, "executive officers," officers, "employees," or "volunteer workers";

(2) to the spouse, child, parent, brother, sister, or next of kin of any person in connection with or as a consequence of 4.a.(1); or

(3) for which there is any obligation to share damages with or repay someone else who must pay damages, as a consequence of 4.a.(1) or (2).

b. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, religious or educational institution, or other organization that is not shown as a named insured in the Declarations.

c. If we designate a person, an organization, or a class of persons or organizations, as an additional insured under this Coverage Form, then that designation does not include any "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of that additional insured. No such "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of an additional insured is an insured under this Coverage Form unless expressly designated as an insured in an endorsement we issue.

d. No person or organization is an insured as respects any "abuse" that person or organization is proved to have knowingly:

- (1) committed, participated in, aided, assisted;
- (2) concealed; or
- (3) attempted to do (1) or (2).

For purposes of this provision, a person or organization is proved to have knowingly committed conduct described in d.(1), (2), or (3) if that person or organization:

- (a) admits to having done so; or
- (b) is found to have done so by a final judgment in a criminal or civil proceeding, including but not limited to a "suit" to which this insurance applies.

Upon the happening of either (a) or (b), that person or organization is not an insured, even if that person or organization was an insured before the happening of (a) or (b). An unproven allegation made in a claim or "suit" is not, by itself, sufficient to prove that a person or organization knowingly committed conduct described in d.(1), (2), or (3).

SECTION IV - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. insureds;

- b. claims made or "suits" brought;
- c. persons or organizations making claims or bringing "suits"; or
- d. coverage parts or insuring agreements in this Policy

2. The Aggregate Limit shown in the Abuse or Molestation Coverage Part Declarations is the most we will pay for the sum of all "damages" under this Abuse or Molestation Coverage Part.

3. Subject to 2., the Each Abuse Limit is the most we will pay for the sum of all "damages" because of all injury arising out of all "abuse" by any one person or organization, or by any two or more persons or organizations acting together or in concert, regardless of the number of insureds, claims, "suits," or claimants.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION V - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Abuse, Claim or Suit

a. You must see to it that we are notified as soon as practicable of any actual, threatened, or alleged "abuse" which may result in a claim or "suit." To the extent possible, notice should include:

- (1) how, when, and where the "abuse" took place;
- (2) the names and addresses of injured persons and witnesses; and

(3) the nature and location of any injury or damage.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses, or legal papers in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not

be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

a. If other insurance is available to the Insured for a loss we cover under this Abuse or Molestation Coverage Part, our obligations are limited as follows:

(1) This insurance applies only in excess of, and does not contribute with, the sum of the applicable limits of any and all such other insurance, whether that other insurance:

(a) is valid or not;

(b) is collectible or not; or

(c) describes itself as primary, excess, contingent, contributing, or otherwise.

However, this provision a.(1) does not apply to other insurance that is issued expressly to apply only in excess of the applicable Limit of Insurance of this insurance.

b. If any insurer affording such other insurance refuses to defend the Insured under that other insurance, we will defend the Insured as though that other insurance were not available. If we defend, we are subrogated to all of the Insured's rights under such other insurance. The Insured must do all things necessary to help us enforce such rights.

c. If the Coordination of Limits Endorsement is attached to this **Abuse or Molestation Coverage Form**, and both:

(1) this **Abuse or Molestation Coverage Form**; and

(2) any other coverage form, coverage part, or policy issued by us, or by a company affiliated with us,

apply, in whole or in part, to the same claim, "suit," "abuse," or "damages," then this **Abuse or Molestation Coverage Form** and all such other coverage forms, coverage parts, or policies described in (2) are all subject to the Coordination of Limits Endorsement.

5. Representations

By accepting this Policy, you agree:

- a. the statements in the Abuse and Molestation Application are accurate and complete;
- b. those statements are representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

6. Separation of Insureds

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. as if each named insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If such notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI - DEFINITIONS

1. "Abuse" means:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and

- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

(1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

(2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

(3) any:

(i) employment;

(ii) investigation;

(iii) supervision;

(iv) reporting to proper authorities, or failure to so report; or

(v) retention in employment;

of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be neg-

ligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

2. **"Auto"** means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

3. **"Coverage territory"** means:

a. the United States of America (including its territories and possessions), Puerto Rico and Canada;

b. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in paragraph a. above.

c. all parts of the world if:

(1) the injury or damages arise out of the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; and

(2) the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

4. **"Damages"** means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

5. **"Employee"** includes a "leased worker." "Employee" does not include a "temporary worker."

6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or byproduct produced or released by any fungus or by the death or decay of any fungus.

8. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

9. **"Pollutant"** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

10. **"Suit"** means a civil proceeding in which "damages" to which this coverage applies are alleged. "Suit" includes:

a. an arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or

b. any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent.

"Suit" does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

11. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

12. **"Volunteer worker"** means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-57

THIS AGREEMENT, made and entered into this 5th day of August 2015 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: K (4)

TA120909	IC030810
KB021510	AV040310

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2015-2016** school year at a cost of \$800.00 per month for 12 months for each Kindergarten student (4 students), beginning August 2015, including Extended School Year (ESY) through July 2016; amount not to exceed **\$38,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$38,400.00** for students listed on cover page one of this Agreement #15-57.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or

contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal

Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

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

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

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

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

Page 4
AGREEMENT #15-57

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

Date

Lisa A. Franz, Purchasing Director
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2015

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Jessica Yasbek PHONE (A/C, No. Ext): (805)585-6114 FAX (A/C, No): (805)585-6214 E-MAIL ADDRESS: jyasbek@tolmanandwiker.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great American Ins Companies</td> <td>16691</td> </tr> <tr> <td>INSURER B:</td> <td>State Compensation Ins Fund</td> <td>35076</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Ins Companies	16691	INSURER B:	State Compensation Ins Fund	35076	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Assistance League of Ventura County 913 E. Santa Clara Street Ventura CA 93001-0009																					

COVERAGES **CERTIFICATE NUMBER:** 14/15 GL/AU/UMB/WC/ABUSE **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PAC 033-30-04 -03	8/2/2014	8/2/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PAC 033-30-04 -03	8/2/2014	8/2/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 0-33-30-05 -04	8/2/2014	8/2/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9063675-2014	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY 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
A	ABUSE OR MOLESTATION			PAC 033-30-04 -03	8/2/2014	8/2/2015	AGGREGATE LIMIT: \$2,000,000 EACH ABUSE LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL: Oxnard School District, all of its Board members, employees, agents and volunteers are Additional Insureds as respects to operations of the Named Insured, per form: CG82241201, which applies only as required by a written contract during the policy term. Abuse or Molestation Coverage Form Declarations Page, per form: CG82821209. Abuse or Molestation Coverage Form, per form: CG85650112.

CERTIFICATE HOLDER j2gutierrez@oxnardsd.org Oxnard School District Attn: Acting Superintendent 1051 South "A" Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Judy Diaz, ARM/JESSIY
---	---



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 82
(Ed. 12 09)

Policy No. PAC 033-30-04 - 03

**ABUSE OR MOLESTATION COVERAGE FORM
DECLARATIONS PAGE**

NAMED INSURED: ASSISTANCE LEAGUE OF VENTURA COUNTY	POLICY PERIOD: 08/02/2014 to 08/02/2015
---	---

LIMITS OF INSURANCE:

Aggregate Limit \$ 2,000,000 Each Abuse Limit \$ 1,000,000

DESCRIPTION OF BUSINESS:

Form of Business CORPORATION

READ YOUR POLICY CAREFULLY, OPTIONAL COVERAGES ARE PROVIDED BY PREMIUM INSERTION.

	Premium
Abuse or Molestation Coverage	\$ 293

TOTAL ADVANCE PREMIUM \$ 293

Premium shown is payable: \$ at inception;

FORMS AND ENDORSEMENTS Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).



Administrative Offices
301 E 4th Street
Cincinnati, OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **A.(1)** of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

(a) Coverage is limited to liability arising out of:

- (i) your ongoing operations performed for such Additional Insured; or
- (ii) that Insured's financial control of you; or
- (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
- (iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

- (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
- (ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATERCRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
 - (a) less than 51 feet long; and
 - (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

- 14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item **3.** is replaced with:

- 3.** "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A.** The Medical Expense Limit in Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B.** This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C.** This provision **7.** does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE**, Item **6.** is replaced with:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B.** This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C.** This provision **5.** does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A.** In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, Item **1.b.**, and **1.d** are replaced with:

- 1.b.** Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d.** All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.



Administrative Offices
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ABUSE OR MOLESTATION COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Coverage Form. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "**Insured**" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Form.

SECTION I - ABUSE OR MOLESTATION COVERAGE

1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of "abuse" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any claim or "suit" seeking "damages" because of "abuse" to which this insurance does not apply. We may, at our discretion, investigate any actual, threatened, or alleged "abuse" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Form; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Form.

- b. This insurance applies to "abuse" only if:

- (1) the "abuse" takes place in the "coverage territory";
- (2) the "abuse" takes place during the policy period; and
- (3) prior to the policy period, no insured knew the "abuse" had occurred, in whole or in part. If any insured knew, prior to the policy period, that the "abuse" had occurred, in whole or in part, then any continuation, change, or resumption of such "abuse" during or after the policy period will be deemed to have been known prior to the policy period.

- c. Any "abuse" that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change, or resumption of that "abuse" after the end of the policy period.
- d. Any "abuse" will be deemed to have been known to have occurred at the earliest time when any insured:

- (1) reports all, or any part, of the "abuse" to us or any other insurer;

- (2) receives a written or oral demand or claim for "damages" because of the "abuse"; or
- (3) becomes aware by any other means that the "abuse" has occurred or begun to occur.

Regardless of the number of acts or omissions constituting "abuse," the period of time over which such acts or omissions occur, or the number of persons performing, participating in, or subject to such acts or omissions, all injury arising out of all "abuse" by one person, or by any two or more persons acting together or in concert, is deemed one and the same "abuse," subject to one and the same Limit of Liability.

2. Exclusions

This insurance does not apply to any:

- a. "Damages" because of any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.
- b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured.
- c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
- d. "Damages" because of any:
 - (1) Liability assumed by any insured under any contract or agreement.
 - (2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

- e. "Damages" because of any liability by reason of:
 - (1) causing or contributing to the intoxication of any person;

- (2) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

g. "Damages" because of any liability to:

- (1) Any person, arising out of any:
 - (a) refusal to employ that person;
 - (b) termination of that person's employment; or
 - (c) employment-related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) The spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
- (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

h. "Damages" because of any liability to:

- (1) Any "employee" of the Insured arising out of and in the course of that "employee's":
 - (a) employment by the Insured; or

(b) performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

(i) whether the Insured may be liable as an employer or in any other capacity; and

(ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."

j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.

k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

l. "Damages" because of any insured's hiring, employment, or retention in employment, of any person with a prior history of committing "abuse," if any insured knew of that history either before, or at any time during, the policy period.

m. "Damages" arising out of any insured's knowing:

(1) concealment of,

(2) failure to report, or

(3) failure to comply with any applicable federal, state, or local law, ordinance, or regulation, requiring the reporting of,

any "abuse."

n. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

o. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning

up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

p. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source, or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

q. "Damages" because of any:

(1) liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or

(2) loss, cost, or expense which would not have occurred in whole or part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, "fungi" or bacteria in any form, from any source, or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

This exclusion does not apply to any "fungi" or bacteria that are intended to be, be on, or be contained in, a good or product intended for human consumption as food.

r. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

s. "Damages" because of any insured's liability to any:

(1) company, corporation, or other organization, or

- (2) shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by that Insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

- t. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization other than the Named Insured. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or

- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or

- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

- u. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) enrollment;

- (2) participation in educational or non-educational activities;

- (3) busing or other transportation; or

- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

- v. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual, threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

- w. Civil or criminal fine or penalty, and any loss, cost, or expense paid or incurred in defending against any such fine or penalty.

- x. "Damages" arising out of the following professional services: legal, accounting, financial, appraisal, architectural, or engineering services.

SECTION II - SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" we defend or settle:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION III - WHO IS AN INSURED

1. Subject to 4., below, if you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers," board members and directors are also insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as your stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Subject to 4., below, each of the following is also an insured:

- a. If you are a religious or educational institution:
 - (1) your elders, deacons, vestrymen, councilmen, clergy, and teachers;

(2) members of your Board of Trustees, Board of Governors, or other governing body created by your charter, constitution, by-laws, or other similar governing document, but only while acting within the scope of their duties as such; and

(3) any subsidiary organization that is controlled by the Named Insured. A subsidiary organization is controlled by the Named Insured if the Named Insured owns a majority of the voting shares of that organization.

3. Subject to 4., below, your "employees," other than those already described in 1. or 2., above, are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your "volunteer workers" are insureds, but only while performing duties related to the conduct of your business with your knowledge and consent.

4. However:

a. No "employee," "volunteer worker," director, "executive officer," officer, or other person is an insured for any liability:

(1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your directors, "executive officers," officers, "employees," or "volunteer workers";

(2) to the spouse, child, parent, brother, sister, or next of kin of any person in connection with or as a consequence of 4.a.(1); or

(3) for which there is any obligation to share damages with or repay someone else who must pay damages, as a consequence of 4.a.(1) or (2).

b. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, religious or educational institution, or other organization that is not shown as a named insured in the Declarations.

- c. If we designate a person, an organization, or a class of persons or organizations, as an additional insured under this Coverage Form, then that designation does not include any "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of that additional insured. No such "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of an additional insured is an insured under this Coverage Form unless expressly designated as an insured in an endorsement we issue.
 - d. No person or organization is an insured as respects any "abuse" that person or organization is proved to have knowingly:
 - (1) committed, participated in, aided, assisted;
 - (2) concealed; or
 - (3) attempted to do (1) or (2).
- b. claims made or "suits" brought;
 - c. persons or organizations making claims or bringing "suits"; or
 - d. coverage parts or insuring agreements in this Policy
2. The Aggregate Limit shown in the Abuse or Molestation Coverage Part Declarations is the most we will pay for the sum of all "damages" under this Abuse or Molestation Coverage Part.
 3. Subject to 2., the Each Abuse Limit is the most we will pay for the sum of all "damages" because of all injury arising out of all "abuse" by any one person or organization, or by any two or more persons or organizations acting together or in concert, regardless of the number of insureds, claims, "suits," or claimants.

For purposes of this provision, a person or organization is proved to have knowingly committed conduct described in d.(1), (2), or (3) if that person or organization:

- (a) admits to having done so; or
- (b) is found to have done so by a final judgment in a criminal or civil proceeding, including but not limited to a "suit" to which this insurance applies.

Upon the happening of either (a) or (b), that person or organization is not an insured, even if that person or organization was an insured before the happening of (a) or (b). An unproven allegation made in a claim or "suit" is not, by itself, sufficient to prove that a person or organization knowingly committed conduct described in d.(1), (2), or (3).

SECTION IV - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION V - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Abuse, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of any actual, threatened, or alleged "abuse" which may result in a claim or "suit." To the extent possible, notice should include:
 - (1) how, when, and where the "abuse" took place;
 - (2) the names and addresses of injured persons and witnesses; and

(3) the nature and location of any injury or damage.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses, or legal papers in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not

be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

a. If other insurance is available to the Insured for a loss we cover under this Abuse or Molestation Coverage Part, our obligations are limited as follows:

(1) This insurance applies only in excess of, and does not contribute with, the sum of the applicable limits of any and all such other insurance, whether that other insurance:

(a) is valid or not;

(b) is collectible or not; or

(c) describes itself as primary, excess, contingent, contributing, or otherwise.

However, this provision a.(1) does not apply to other insurance that is issued expressly to apply only in excess of the applicable Limit of Insurance of this insurance.

b. If any insurer affording such other insurance refuses to defend the Insured under that other insurance, we will defend the Insured as though that other insurance were not available. If we defend, we are subrogated to all of the Insured's rights under such other insurance. The Insured must do all things necessary to help us enforce such rights.

c. If the Coordination of Limits Endorsement is attached to this **Abuse or Molestation Coverage Form**, and both:

(1) this **Abuse or Molestation Coverage Form**; and

(2) any other coverage form, coverage part, or policy issued by us, or by a company affiliated with us,

apply, in whole or in part, to the same claim, "suit," "abuse," or "damages," then this **Abuse or Molestation Coverage Form** and all such other coverage forms, coverage parts, or policies described in (2) are all subject to the Coordination of Limits Endorsement.

5. Representations

By accepting this Policy, you agree:

- a. the statements in the Abuse and Molestation Application are accurate and complete;
- b. those statements are representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

6. Separation of Insureds

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. as if each named insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If such notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI - DEFINITIONS

1. "Abuse" means:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and

- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

(1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

(2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

(3) any:

(i) employment;

(ii) investigation;

(iii) supervision;

(iv) reporting to proper authorities, or failure to so report; or

(v) retention in employment;

of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be neg-

ligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

2. **"Auto"** means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

3. **"Coverage territory"** means:

a. the United States of America (including its territories and possessions), Puerto Rico and Canada;

b. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in paragraph a. above.

c. all parts of the world if:

(1) the injury or damages arise out of the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; and

(2) the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

4. **"Damages"** means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

5. **"Employee"** includes a "leased worker." "Employee" does not include a "temporary worker."

6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or byproduct produced or released by any fungus or by the death or decay of any fungus.

8. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

9. **"Pollutant"** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

10. **"Suit"** means a civil proceeding in which "damages" to which this coverage applies are alleged. "Suit" includes:

a. an arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or

b. any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent.

"Suit" does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

11. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

12. **"Volunteer worker"** means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-58 – Casa Pacifica School (Freeman/Ridge)

Requesting approval for Non-Public School (NPS) services for Student ZH020603, for the 2015-2016 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: ZH020603

FISCAL IMPACT:

Tuition: \$152.00 per diem x 200 days = \$30,400.00
(Including 20 days of Extended School Year)

Transportation: \$35 Round trip daily rate, for 200 days = \$7,000.00

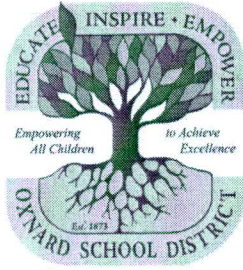
Grand Total: **\$37,400.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-58 with Casa Pacifica School, NPS, in the amount not to exceed \$37,400.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-58, Casa Pacifica School (4 Pages)
Certificate of Insurance (2 Pages)



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-58

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

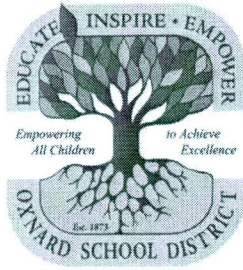
WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

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

Student: ZH020603

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152.00 for 200 days; this includes 20 days of extended school year through July 1, 2016; and a \$35.00 daily rate for round trip transportation services not to exceed **\$37,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

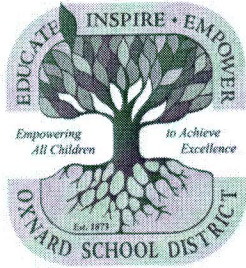
AGREEMENT #15-58

Page 2

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$37,400.00** for **Student: ZH020603**.

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-58

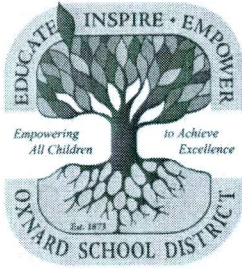
Page 3

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

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

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

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



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

AGREEMENT #15-58
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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


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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2014-03300-NPO	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> INCLUDES SOCIAL SERVICES						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> PROFESSIONAL LIABILITY						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$			
A	AUTOMOBILE LIABILITY			2014-03300-NPO	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2014-03300-UMB	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE			EO 00002683-11	11/1/2014	11/1/2015	PER CLAIM: 1,000,000
							AGGREGATE: 3,000,000

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

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

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-59 – Casa Pacifica School (Freeman/Ridge)

Requesting approval for Non-Public School (NPS) services for Student AH112906, for the 2015-2016 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: AH112906

FISCAL IMPACT:

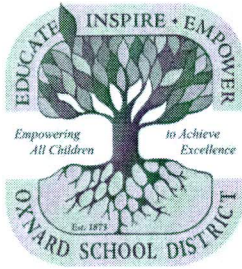
Tuition:	\$152.00 per diem x 200 days = \$30,400.00 (Including 20 days of Extended School Year)
Transportation:	\$35 Round trip daily rate, for 200 days = \$7,000.00
Paraeducator 1:1	\$21 per hour x (1800 minutes) 30 hrs. per week = \$630.00 \$630.00 x 42 weeks = \$26,460.00
Grand Total:	<u>\$63,860.00</u> – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-59 with Casa Pacifica School, NPS, in the amount not to exceed \$63,860.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-59, Casa Pacifica School (4 Pages)
Certificate of Insurance (2 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-59

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

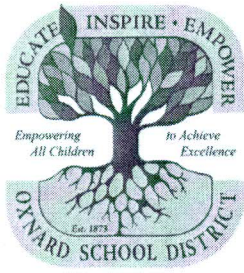
WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

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

Student: AH112906

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152 for 200 days; this includes 20 days of extended school year through July 1, 2016; Intensive Individualized services (1:1 Paraeducator) at a \$21 per hour rate for 1800 minutes a week for 42 weeks, and a \$35 daily rate for round trip transportation; services not to exceed **\$63,860.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

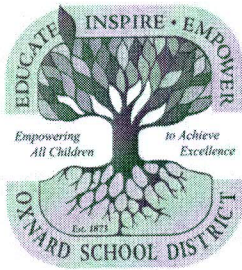
AGREEMENT #15-59

Page 2

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$63,860.00** for **AH112906**.

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-59

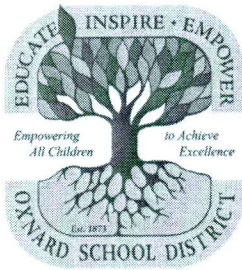
Page 3

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

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

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

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



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

AGREEMENT #15-59
Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER


(805) 437-1599 msamples@vcoe.org

 Ventura County SELPA
 Attn: Mary Samples
 5100 Adolfo Road
 Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY 

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-60 – Casa Pacifica School (Freeman/Ridge)

Requesting approval for Non-Public School (NPS) services for Student RR012703, for the 2015-2016 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: RR012703

FISCAL IMPACT:

Tuition: \$152.00 per diem x 200 days = \$30,400.00
 (Including 20 days of Extended School Year)

Individual Counseling: \$105.00 hourly rate x 12 hrs. = \$1,260.00

Transportation: \$35 Round trip daily rate, for 200 days = \$7,000.00

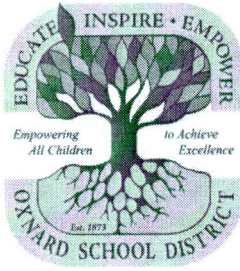
Grand Total: \$38,660.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-60 with Casa Pacifica School, NPS, in the amount not to exceed \$38,660.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-60, Casa Pacifica School (4 Pages)
Certificate of Insurance (2 Pages)



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-60

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: RR012703

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152 for 200 days this includes 20 days of extended school year through July 1, 2016; Individual Counseling at a hourly rate of \$105 for 1 hour a month for 12 months; and a \$35 daily rate for round trip transportation services not to exceed **\$38,660.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

Oxnard School District



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-60

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

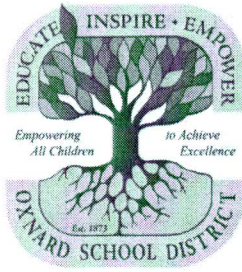
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$38,660.00** for **Student: RR012703.**

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



OXNARD SCHOOL DISTRICT

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

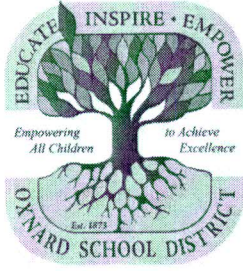
AGREEMENT #15-60
Page 3

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

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

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

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-60

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

(805) 437-1599 msamples@vcoe.org

 Ventura County SELPA
 Attn: Mary Samples
 5100 Adolfo Road
 Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. LIC# 0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: _____ PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Safety National Casualty Corporatio</td> <td>15105</td> </tr> <tr> <td>INSURER B : NonProfits' United Workers' Compens</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporatio	15105	INSURER B : NonProfits' United Workers' Compens		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : NonProfits' United Workers' Compens															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED NONPUNI-01 Casa Pacifica Centers for Children and Families 1722 S Lewis Road Camarillo, CA 93012															

COVERAGES

CERTIFICATE NUMBER: 1580491007

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**Ventura County SELPA
5100 Adolfo Road
Camarillo CA 93012 USA

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

AUTHORIZED REPRESENTATIVE

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-61 – Casa Pacifica School (Freeman/Ridge)

Requesting approval for Non-Public School (NPS) services for Student JE112705, for the 2015-2016 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: JE112705

FISCAL IMPACT:

Tuition: \$152.00 per diem x 200 days = \$30,400.00
(Including Extended School Year)

Transportation: \$35 Round trip daily rate, for 200 days = \$7,000.00

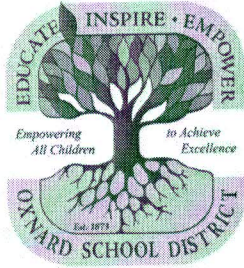
Grand Total: \$37,400.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-61 with Casa Pacifica School, NPS, in the amount not to exceed \$37,400.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-61, Casa Pacifica School (4 Pages)
Certificate of Insurance (2 Pages)



OXNARD SCHOOL DISTRICT
1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-61

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

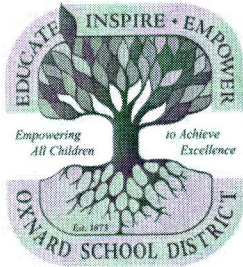
WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

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

Student: JE112705

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152 for 200 days, this includes 20 days of Extended School year through July 1, 2016; and a \$35 daily rate for round trip transportation services not to exceed **\$37,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

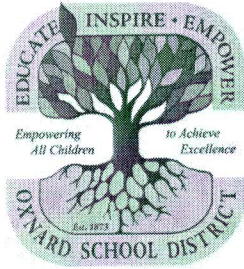


OXNARD SCHOOL DISTRICT
1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-61
Page 2

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$37,400.00** for **Student: JE112705**.
10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-61

Page 3

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

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

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

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



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-61

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

INSURED NONPUNI-01
 Casa Pacifica Centers for Children and Families
 1722 S Lewis Road
 Camarillo, CA 93012

COVERAGES

CERTIFICATE NUMBER: 1580491007

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

Ventura County SELPA
 5100 Adolfo Road
 Camarillo CA 93012 USA

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

AUTHORIZED REPRESENTATIVE

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-62 – Casa Pacifica School (Freeman/Ridge)

Requesting approval for Non-Public School (NPS) services for Student CN010103, for the 2015-2016 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: CN010103

FISCAL IMPACT:

Tuition: \$152.00 per diem x 200 days = \$30,400.00
(Including 20 days of Extended School Year)

Transportation: \$35 Round trip daily rate, for 200 days = \$7,000.00

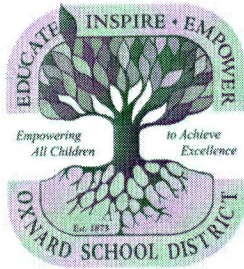
Grand Total: \$37,400.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-62 with Casa Pacifica School, NPS, in the amount not to exceed \$37,400.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-62, Casa Pacifica School (4 Pages)
Certificate of Insurance (2 Pages)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #15-62

THIS AGREEMENT, made and entered into this 5th day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

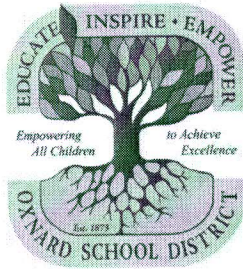
WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

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

Student: CN010103

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152 for 200 days, this includes 20 days of Extended School year through July 1, 2016; and a \$35 daily rate for round trip transportation; services not to exceed **\$37,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

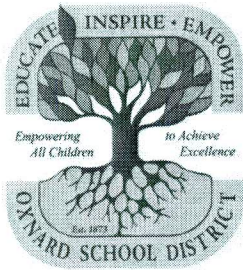
1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-62

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
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9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$37,400.00** for **Student: CN010103**.
10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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AGREEMENT #15-62

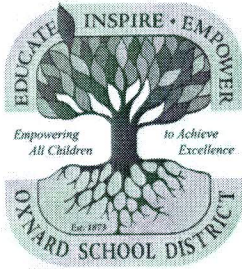
Page 3

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

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OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-62

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2014

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

COVERAGES

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

REVISION NUMBER:

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

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

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

RE: 2014-2015 NPS/NPA Master Contract with the Ventura County SELPA GL: Certificate Holder and VCOE are Additional Insured as respects to referenced project per form CG20260704. This Insurance is Primary to any other Insurance per form CG00010798. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER

(805) 437-1599 msamples@vcoe.org

Ventura County SELPA
Attn: Mary Samples
5100 Adolfo Road
Camarillo, CA 93012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy Diaz, ARM/JESSIY

ACORD 25 (2010/05)

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-63 - El Centrito Family Learning Centers – School Readiness NfL Preschool (Freeman/Thomas)

The agreement formalizes Early Learning programming objectives, service levels, measures for success and implementation strategies that will guide the efforts of El Centrito Family Learning Centers in offering a 3-hour preschool program for 48 (4) year olds. The School Readiness NfL Preschool will adhere to District Calendar and operate on the academic year. Eligibility criteria includes: children who reside within the high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate.

Term of the agreement **August 6, 2015 through June 30, 2016**

FISCAL IMPACT:

\$176,472.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-63 with El Centrito Family Learning Centers.

ADDITIONAL MATERIAL:

- Attached:** Agreement #15-63, El Centrito Family Learning Centers (13 pages)
- Exhibit A Reporting and Expenditure Timelines (1 Page)
- Exhibit B Service Provisions (2 Pages)
- Exhibit C Line Item Budget (1 Page)
- Exhibit D Payment Method (1 Page)
- Exhibit F Oxnard NfL Preschool Attendance Policy (1 Page)
- Certificate of Insurance (4 Pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT #15-63**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **EL CENTRITO FAMILY LEARNING CENTERS**, P.O. Box 1613, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **SCHOOL READINESS NfL PRESCHOOL**, hereinafter referred to as "**Program**" for fiscal year FY 2015-2016.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 1613, Oxnard, California 93030, Attention: Joseph Castañeda.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa Franz, Director of Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) days Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

- 2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.
- 2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.
- 2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.
- 2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relationship to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's funding period.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any

provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.
- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1** Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.
- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.
- 4.5 BUDGET JUSTIFICATION.**
- 4.5.1** Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.
- 4.5.2** Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.
- 4.6 WORKING CAPITAL.** SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.
- 4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to

SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS. SUBCONTRACTOR shall not purchase any fixed assets under the terms of this Agreement, unless prior written permission is obtained from the DISTRICT.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

(c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D, and F attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2015-2016, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL

DISTRICT APPROVAL

(Signature)

Joseph Castañeda, Executive Director
(Typed Name/Title)

(Date)

(Signature)

Lisa A. Franz, Director of Purchasing
(Typed Name/Title)

(Date)

**EL CENTRITO FAMILY LEARNING CENTERS
 SCHOOL READINESS nFL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2015 – July 31, 2015	Month 1 Invoice	August 15, 2015
August 1, 2015 – August 31, 2015	Month 2 Invoice	September 15, 2015
September 1, 2015 – September 30, 2015	Month 3 Invoice <i>Quarter 1 Narrative</i>	October 15, 2015
October 1, 2015 – October 31, 2015	Month 4 Invoice <i>DRDPs for each student</i>	November 15, 2015
November 1, 2015 – November 30, 2015	Month 5 Invoice	December 15, 2015
December 1, 2015 – December 31, 2015	Month 6 Invoice, <i>Quarter 2 Narrative</i>	January 15, 2016
January 1, 2016 – January 31, 2016	Month 7 Invoice	February 15, 2016
February 1, 2016 – February 28, 2016	Month 8 Invoice	March 15, 2016
March 1, 2016 – March 31, 2016	Month 9 Invoice <i>Quarter 3 Narrative</i>	April 15, 2016
April 1, 2016 – April 30, 2016	Month 10 Invoice	May 15, 2016
May 1, 2016 – May 31, 2016	Month 11 Invoice <i>DRDP for each Student Final batch of Evaluation Surveys</i>	June 15, 2016
June 1, 2016 – June 30, 2016	Month 12 Invoice <i>Quarter 4 Narrative Report</i>	July 7, 2016

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

EL CENTRITO FAMILY LEARNING CENTERS

Exhibit B

SCHOOL READINESS NfL PRESCHOOL

August 6, 2015 to June 30, 2016

Program Description: Provide Early Childhood Education (ECE) program to four (4) year olds. Offering two (2), three (3) hour half day sessions per day. The program will adhere to the Oxnard School District Single Track Calendar and operate 180 days. Enrollment shall be maintained at this level throughout the school year.

Program Outcome(s) - Early Learning: Children participate in quality preschool, Parents are engaging children in early learning and are reading to their children often and from an early age.

Program Component Description

Provide 180 days of Early Childhood Education (ECE) programs offering 3 hour AM, and PM, sessions targeting 4-year olds. Preschool will operate following the academic calendar of the Oxnard School District. Provider will demonstrate student academic and developmental growth by administering assessments: DRDP-2015, PPVT IV, and PALS. Programs will also assess environmental and adult/child interaction quality utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate. Priority is given to working families who meet income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate. [School Readiness NfL Preschool subcontracted to El Centrito Family Learning Centers.](#)

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Quantitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early education programs for children (School Readiness)	Class	24 ECE spaces (half day) x 2 sessions = 48 spaces	180 contacts	Children 0-5	Yes	48 participants	8,640 contacts	90% children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP- 2015	DRDP-2015

EL CENTRITO FAMILY LEARNING CENTERS

Exhibit B

SCHOOL READINESS NfL PRESCHOOL

August 6, 2015 to June 30, 2016

OPERATIONAL PROVISIONS

2 The agency will provide the Oxnard School District with a copy of the License to Operate and Maintain a Day Care Center.

The agency is responsible to ensure students attend school regularly. The agency will enforce the Oxnard NfL Preschool Attendance Policy. The agency will assist parents to correct excessive absences, and will educate parents about the importance regular attendance to student achievement. Agency will submit monthly 3 reports to Oxnard School District detailing communication efforts and outcomes.

The agency will provide the Oxnard School District with an overall representation of the early childhood development setting created at Harrington NfL Preschool, and the interactions between preschool professionals and students by implementing the Early Childhood Environmental Rating Scale. Agency will provide the Oxnard NfL with a copy of the self-study results and corresponding correction plan for areas needing improvement. ECRS assessment will be performed during first 4 quarter of each school year.

The agency will demonstrate developmental growth of children by administering one (1) pre, and one (1) post Desired Results Developmental Profile-2015 5 observational assessment protocol for each student participant, and will demonstrate how results guide instruction of individual students.

The agency will demonstrate increased Kindergarten school readiness among participating preschool students by implementing instruction analysis, evaluation , and monitoring to ensure preschool program effectiveness and individual student academic achievement. The agency will provide the Oxnard School District with the results of summative and formative assessments, and demonstrate how results were used to guide whole group and individualized instruction. Examples of 6 summative and formative assessments include: ELSA, PPVT, PALS.

The agency will encourage the development of belonging to an elementary school by coordinating site visits to the kindergarten classes for parent and children, and provide opportunities for parents to meet kindergarten teachers, the school principal. When teachers identify social/emotional and/or family concerns, agency will 7 link families to the Family Resource Center, and refer parents to the BEST Program for speech/language and/or cognitive concerns.

By January 31, 2016 the agency will present to the Oxnard School District a procedures plan (to address implementation of eligibility criteria) and anticipated dates for preschool registration prior to engaging in registration for the following school year. Agency will coordinate registration dates with the Oxnard NfL Director. Registration dates will be 8 announced to the general public via NfL Calendar.

The agency will notify Oxnard School District of any changes in instructional calendar 30 days in advance in order to communicate changes with affected Oxnard School District 9 departments.

10 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

11 Participate in QRIS project spearheaded by Ventura County Office of Education. Agency will provide the District the QRIS rating scores for School Readiness NfL Preschool.

Contract Agency: **OXNARD SCHOOL DISTRICT**
 Sub-Contract Agency: **El Centrito Family Learning Centers**

Contract Period: **08/06/15 - 06/30/16**
 Project Title: **School Readiness Preschool**
 Total Budget: \$176,472.00

Line Items	SCHOOL READINESS BUDGET					First 5 NfL	Match		TOTAL
	Wks	Hr	R	FTE	Total	COMMISSION FUND	Cash Match	In-kind	AMOUNT
PERSONNEL									
Program Planning & Evaluation Manager	52	6	25.00	0.15	7,800	4,397	3,403		7,800
SR Supervisor	48	12	19.00	0.30	10,944	9,704	1,240		10,944
SR Master Teacher	46	40	16.93	1.00	31,151	31,151			31,151
SR Teacher	45	40	15.22	1.00	27,396	27,396			27,396
SR Teacher	45	40	13.11	1.00	23,598	23,598			23,598
Program Assistant	52	6	16.85	0.14	4,819	4,819			4,819
Substitute Teachers					2,200	2,200			2,200
Custodian Services	47	5	11.00	0.13	2,585	2,585			2,585
TOTAL DIRECT WAGES					110,493	105,850	4,643	0	110,493
TAXES & COMPENSATION									
Taxes					8,514	7,984	530		8,514
Unemployment Insurance					1,007	1,007			1,007
Workman's Comp					8,449	7,929	520		8,449
Benefits (Health)					21,806	21,806			21,806
TOTAL TAXES & COMPENSATION					39,776	38,726	1,050	0	39,776
TOTAL PERSONNEL					150,269	144,576	5,693	0	150,269
VOLUNTEER TIME & CONTRIBUTIONS									
Volunteers/Parents and Community Contributions					12,000			12,000	12,000
TOTAL VOLUNTEER TIME & CONTRIBUTIONS					12,000	0	0	12,000	12,000
OPERATING EXPENSES									
Outside services: Audit, Payroll, & Professional Services					4,665	4,665			4,665
Program Supplies/ Curriculum Materials					2,520	2,520			2,520
Technology Expenses					660	660			660
Food Program					450	450			450
Mileage Expenses					500	500			500
Photocopies & Printing of workshop materials					1,490	1,490			1,490
Office Supplies / Postage					288	288			288
Liability Insurance					2,500	2,500			2,500
Telephone/ Web/ DSL/ Hosting					1,125	1,125			1,125
Leadership Professional Development					500	500			500
ECE License Renewal / Permits					300	300			300
Facility Expenses					222	222			222
Rent (Classroom & Storage)					7,852	7,852			7,852
Rent (in-kind)					8,074			8,074	8,074
TOTAL OTHER EXPENSES					31,146	23,072	0	8,074	31,146
INDIRECT COST									
Indirect 5%					8,824	8,824			8,824
TOTAL PROGRAM COST					202,239	176,472	5,693	20,074	202,239

Note: * In-kind rent figure (\$8,074) based on market value for rental properties, allocation was reviewed and approved by independent auditor, Mike Eulau, CPA.

**EL CENTRITO FAMILY LEARNING CENTERS.
SCHOOL READINESS NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit A.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the period August 6, 2015 through June 30, 2016 shall not exceed **\$176,472.00** in accordance with Exhibit C and the services described in Exhibit B.

**EL CENTRITO FAMILY LEARNING CENTERS
SCHOOL READINESS NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

**Exhibit F
NfL Preschool Attendance Policy**

The Oxnard School District – Oxnard Neighborhood for Learning Program believes that regular attendance plays a key role in student achievement. The program recognizes its responsibility to ensure parents are aware that students are expected to be in attendance daily. To improve student attendance, the NfL preschool operators shall implement steps to identify the reasons for a student's absences and to help resolve absence patterns. Strategies shall focus on early intervention and will include:

1. Communication in person or phone between school staff and parent/guardian
2. After 3 absences, communication in writing between school staff and parent/guardian, and;
3. Referral to the Oxnard NfL family strengthening/service coordination team for support
4. Conference between school staff and parent
5. Termination of student

If absences continue and all interventions have been exhausted, student will be terminated. Once a child is terminated, the student will be placed at the bottom of the waiting list until all others on waiting list are placed.

Excused Absences

Absence from preschool school shall be excused only for:

1. Illness of student
2. Medical appointments of the student
Insofar as class participation is an integral part of student's learning experience, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours
3. Family emergencies (bereavement, quarantine)
4. Court ordered visitations of child
5. Personal choice days
 - a. Participation in religious instruction or exercises

Student absences may be considered excused subject to Site Supervisor and/or NfL Director.

Method of Verification

When students who have been absent return to school, they must present an explanation verifying the reason for the absence. The following methods will be used to verify absences:

1. Written note from parent/guardian
2. Conversation in person or telephone between the school site staff and student's parent/guardian. The school site staff shall record:
 - a. Name of student
 - b. Name of parent/guardian
 - c. Name of school site staff
 - d. Date or dates of absences
 - e. Reason for absence.
3. Verification of medical appointment – appointment card, etc.

All school absences must be verified by one of the above methods within four school days of the student's return to school.

Total Number of Allowances is equal to 0

Excusing of any absence due to illness of the child is at the discretion of the Site Supervisor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/25/2014

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

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

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300		FAX (A/C, No): (818) 539-2301	
	E-MAIL ADDRESS:			
INSURED El Centrito Family Learning Centers P.O. Box 1613 Oxnard, CA 93032	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Nonprofits' Insurance Alliance of CA			
	INSURER B : New York Marine And General Insurance Co		16608	
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		201407868NPO	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			201407868NPO	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	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	WC201400006531	07/01/2014	07/01/2015	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Sexual Abuse			201407868NPO	12/31/2014	12/31/2015	1,000,000	3,000,000

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

Re: El Centrito First 5 Programs Fiscal Year 2014- 2015. Oxnard School District is named additional insured with respect to the operations of the named insured per the attach CG 2026 endorsement. Such insurance is primary and non-contributory. 10 days notice of cancellation for non-payment of premium. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Norma Magana 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Oxnard School District 1051 South A Street Oxnard, CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
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- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

**OXNARD SCHOOL DISTRICT
AGREEMENT #15-64**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **EL CENTRITO FAMILY LEARNING CENTERS**, P.O. Box 1613, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **RAMONA NfL PRESCHOOL**, hereinafter referred to as "**Program**" for fiscal year FY 2015-2016.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 1613, Oxnard, California 93030, Attention: Joseph Castañeda.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa A. Franz, Director, Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) days Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

- 2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.
- 2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.
- 2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.
- 2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relationship to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's funding period.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any

provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.
- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1** Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.
- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.
- 4.5 BUDGET JUSTIFICATION.**
- 4.5.1** Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.
- 4.5.2** Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.
- 4.6 WORKING CAPITAL.** SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.
- 4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to

SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS. SUBCONTRACTOR shall not purchase any fixed assets under the terms of this Agreement, unless prior written permission is obtained from the DISTRICT.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

(c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D, E and F attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2015-2016, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL

DISTRICT APPROVAL

(Signature)

Joseph Castañeda, Executive Director
(Typed Name/Title)

(Date)

(Signature)

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

(Date)

**EL CENTRITO FAMILY LEARNING CENTERS
 RAMONA NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2015 – July 31, 2015	Month 1 Invoice	August 15, 2015
August 1, 2015 – August 31, 2015	Month 2 Invoice	September 15, 2015
September 1, 2015 – September 30, 2015	Month 3 Invoice <i>Quarter 1 Narrative</i>	October 15, 2015
October 1, 2015 – October 31, 2015	Month 4 Invoice <i>DRDPs for each student</i>	November 15, 2015
November 1, 2015 – November 30, 2015	Month 5 Invoice	December 15, 2015
December 1, 2015 – December 31, 2015	Month 6 Invoice, <i>Quarter 2 Narrative</i>	January 15, 2016
January 1, 2016 – January 31, 2016	Month 7 Invoice	February 15, 2016
February 1, 2016 – February 28, 2016	Month 8 Invoice	March 15, 2016
March 1, 2016 – March 31, 2016	Month 9 Invoice <i>Quarter 3 Narrative</i>	April 15, 2016
April 1, 2016 – April 30, 2016	Month 10 Invoice	May 15, 2016
May 1, 2016 – May 31, 2016	Month 11 Invoice <i>DRDP for each Student Final batch of Evaluation Surveys</i>	June 15, 2016
June 1, 2016 – June 30, 2016	Month 12 Invoice <i>Quarter 4 Narrative Report</i>	July 7, 2016

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

EL CENTRITO FAMILY LEARNING CENTERS

Exhibit B

RAMONA NfL PRESCHOOL

August 6, 2015 to June 30, 2016

Program Description: Provide Early Childhood Education (ECE) program to four (4) year olds. Offering two (2), three (3) hour half day sessions per day. The program will adhere to the Oxnard School District Single Track Calendar and operate 180 days. Enrollment shall be maintained at this level throughout the school year.

Program Outcome(s) - Early Learning: Children participate in quality preschool, Parents are engaging children in early learning and are reading to their children often and from an early age.

Program Component Description

Provide 180 days of Early Childhood Education (ECE) programs offering 3 hour AM, and PM sessions targeting 4-year olds. Preschool will operate following the academic calendar of the Oxnard School District. Provider will demonstrate student academic and developmental growth by administering assessments: DRDP-2015, PPVT IV, and PALS. Programs will also assess environmental and adult/child interaction quality utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate. Priority is given to working families who meet income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate.

[Ramona NfL Preschool subcontracted to El Centrito Family Learning Centers.](#)

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Quantitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early education programs for children (Ramona)	Class	24 ECE spaces (half day) x 2 sessions = 48 spaces	180 contacts	Children 0-5	Yes	48 participants	8,640 contacts	90% children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP- 2015	DRDP-2015

EL CENTRITO FAMILY LEARNING CENTERS

Exhibit B

RAMONA NfL PRESCHOOL

August 6, 2015 to June 30, 2016

OPERATIONAL PROVISIONS

2 The agency will provide the Oxnard School District with a copy of the License to Operate and Maintain a Day Care Center.

The agency is responsible to ensure students attend school regularly. The agency will enforce the Oxnard NfL Preschool Attendance Policy. The agency will assist parents to correct excessive absences, and will educate parents about the importance regular attendance to student achievement. Agency will submit monthly 3 reports to Oxnard School District detailing communication efforts and outcomes.

The agency will provide the Oxnard School District with an overall representation of the early childhood development setting created at Harrington NfL Preschool, and the interactions between preschool professionals and students by implementing the Early Childhood Environmental Rating Scale. Agency will provide the Oxnard NfL with a copy of the self-study results and corresponding correction plan for areas needing improvement. ECRS assessment will be performed during first 4 quarter of each school year.

The agency will demonstrate developmental growth of children by administering one (1) pre, and one (1) post Desired Results Developmental Profile-2015 5 observational assessment protocol for each student participant, and will demonstrate how results guide instruction of individual students.

The agency will demonstrate increased Kindergarten school readiness among participating preschool students by implementing instruction analysis, evaluation , and monitoring to ensure preschool program effectiveness and individual student academic achievement. The agency will provide the Oxnard School District with the results of summative and formative assessments, and demonstrate how results were used to guide whole group and individualized instruction. Examples of 6 summative and formative assessments include: ELSA, PPVT, PALS.

The agency will encourage the development of belonging to an elementary school by coordinating site visits to the kindergarten classes for parent and children, and provide opportunities for parents to meet kindergarten teachers, the school principal. When teachers identify social/emotional and/or family concerns, agency will 7 link families to the Family Resource Center, and refer parents to the BEST Program for speech/language and/or cognitive concerns.

By January 31, 2016 the agency will present to the Oxnard School District a procedures plan (to address implementation of eligibility criteria) and anticipated dates for preschool registration prior to engaging in registration for the following school year. Agency will coordinate registration dates with the Oxnard NfL Director. Registration dates will be 8 announced to the general public via NfL Calendar.

The agency will notify Oxnard School District of any changes in instructional calendar 30 days in advance in order to communicate changes with affected Oxnard School District 9 departments.

10 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

11 Participate in QRIS project spearheaded by Ventura County Office of Education. Agency will provide the District the QRIS rating scores for Ramona NfL Preschool.

Contract Agency: **OXNARD SCHOOL DISTRICT**
 Sub-Contract Agency: **EI Centrito Family Learning Centers**

Contract Period: **08/06/15 - 06/30/16**
 Project Title: **Ramona Preschool**
 Total Budget: **\$170,472**

Line Items	RAMONA BUDGET					First 5 NfL	Match		TOTAL
	Wk	Hr	R	FTE	Total	COMMISSION FUND	Cash Match	In-kind	AMOUNT
PERSONNEL									
Program Planning & Evaluation Manager	52	6	25.00	0.15	7,800	7,800			7,800
RA Supervisor	48	14	19.00	0.35	12,768	12,768			12,768
RA Master Teacher	46	40	16.25	1.00	29,900	29,900			29,900
RA Teacher	45	40	15.71	1.00	28,278	28,278			28,278
RA Teacher	45	40	13.39	1.00	24,102	24,102			24,102
Program Assistant	52	6	16.85	0.14	4,819	4,819			4,819
Substitute Teachers					2,400	2,400			2,400
TOTAL DIRECT WAGES					110,067	110,067	0	0	110,067
TAXES & COMPENSATION									
Taxes					8,587	8,587			8,587
Unemployment Insurance					1,030	1,030			1,030
Workman Compensation					8,166	8,166			8,166
Benefits (Health)					19,449	19,449			19,449
TOTAL TAXES & COMPENSATION					37,232	37,232	0	0	37,232
TOTAL PERSONNEL					147,299	147,299	0	0	147,299
VOLUNTEER TIME & CONTRIBUTIONS									
Volunteers/Parents and Community Contributions					17,047		5,000	12,047	17,047
TOTAL VOLUNTEER TIME & CONTRIBUTIONS					17,047		5,000	12,047	17,047
OPERATING EXPENSES									
Outside services: Audit, Payroll, & Professional Services					4,665	4,665			4,665
Program Supplies/ Curriculum Materials					2,605	2,605			2,605
Technology Expenses					660	660			660
Food Program					450	450			450
Mileage Expenses					500	500			500
Photocopies & Printing of workshop materials					490	490			490
Office Supplies / Postage					332	332			332
Liability Insurance					2,500	2,500			2,500
Telephone/ Web/ DSL/ Hosting					1,125	1,125			1,125
Leadership Professional Development					500	500			500
ECE License Renewal / Permits					300	300			300
Facility Expenses					222	222			222
Rent (In-kind)					953			953	953
TOTAL OTHER EXPENSES					15,302	14,349	0	953	15,302
Indirect Cost 5% *					8,824	8,824			8,824
TOTAL PROGRAM COST					188,472	170,472	5,000	13,000	188,472

Note: * 5% indirect calculation is based on total commission funding of \$176,472, which includes \$6,000 allocated to the District for custodial costs.

**EL CENTRITO FAMILY LEARNING CENTERS.
RAMONA NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit A.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the period August 6, 2015 through June 30, 2016 shall not exceed **\$170,472.00** in accordance with Exhibit C and the services described in Exhibit B.

**EL CENTRITO FAMILY LEARNING CENTERS
RAMONA NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

**Exhibit E
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Access Limited Storage on local server
 - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
 - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
 - c. Access to District SIS
 - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
 - b. If local lab technician is not available, the requestor may email the District IT Department at support@oxnardsd.org or call (805) 385-1501 ext. 2100
 - i. IT staff will contact the requestor within 24 hours
 - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
 - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
 - b. **Login Support** – Are logins connecting to network and their assigned resources?
 - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
 - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software? If issues arise, is it hardware, software or network related?
 - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.

**EL CENTRITO FAMILY LEARNING CENTERS
RAMONA NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

**Exhibit F
NfL Preschool Attendance Policy**

The Oxnard School District – Oxnard Neighborhood for Learning Program believes that regular attendance plays a key role in student achievement. The program recognizes its responsibility to ensure parents are aware that students are expected to be in attendance daily. To improve student attendance, the NfL preschool operators shall implement steps to identify the reasons for a student's absences and to help resolve absence patterns. Strategies shall focus on early intervention and will include:

1. Communication in person or phone between school staff and parent/guardian
2. After 3 absences, communication in writing between school staff and parent/guardian, and;
3. Referral to the Oxnard NfL family strengthening/service coordination team for support
4. Conference between school staff and parent
5. Termination of student

If absences continue and all interventions have been exhausted, student will be terminated. Once a child is terminated, the student will be placed at the bottom of the waiting list until all others on waiting list are placed.

Excused Absences

Absence from preschool school shall be excused only for:

1. Illness of student
2. Medical appointments of the student
Insofar as class participation is an integral part of student's learning experience, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours
3. Family emergencies (bereavement, quarantine)
4. Court ordered visitations of child
5. Personal choice days
 - a. Participation in religious instruction or exercises

Student absences may be considered excused subject to Site Supervisor and/or NfL Director.

Method of Verification

When students who have been absent return to school, they must present an explanation verifying the reason for the absence. The following methods will be used to verify absences:

1. Written note from parent/guardian
2. Conversation in person or telephone between the school site staff and student's parent/guardian. The school site staff shall record:
 - a. Name of student
 - b. Name of parent/guardian
 - c. Name of school site staff
 - d. Date or dates of absences
 - e. Reason for absence.
3. Verification of medical appointment – appointment card, etc.

All school absences must be verified by one of the above methods within four school days of the student's return to school.

Total Number of Allowances is equal to 0

Excusing of any absence due to illness of the child is at the discretion of the Site Supervisor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/25/2014

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

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

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300		FAX (A/C, No): (818) 539-2301
	E-MAIL ADDRESS:		
INSURED El Centrito Family Learning Centers P.O. Box 1613 Oxnard, CA 93032	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nonprofits' Insurance Alliance of CA		
	INSURER B : New York Marine And General Insurance Co		16608
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		201407868NPO	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			201407868NPO	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	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	WC201400006531	07/01/2014	07/01/2015	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Sexual Abuse			201407868NPO	12/31/2014	12/31/2015	1,000,000	3,000,000

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

Re: El Centrito First 5 Programs Fiscal Year 2014- 2015. Oxnard School District is named additional insured with respect to the operations of the named insured per the attach CG 2026 endorsement. Such insurance is primary and non-contributory. 10 days notice of cancellation for non-payment of premium. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Norma Magana 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Oxnard School District 1051 South A Street Oxnard, CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/25/2014

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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 License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Nonprofits' Insurance Alliance of CA</td> <td></td> </tr> <tr> <td>INSURER B : New York Marine And General Insurance Co</td> <td>16608</td> </tr> <tr> <td>INSURER C : North American Elite Insurance Company</td> <td>29700</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits' Insurance Alliance of CA		INSURER B : New York Marine And General Insurance Co	16608	INSURER C : North American Elite Insurance Company	29700	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED El Centrito Family Learning Centers P.O. Box 1613 Oxnard, CA 93032															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		201407868NPO	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201407868NPO	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			WC201400006531	07/01/2014	07/01/2015	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C A	Property Sexual Abuse			CWB00024651207868 201407868NPO	12/31/2014 12/31/2014	12/31/2015 12/31/2015	Deductible: \$500 149,339
							1,000,000 3,000,000

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

Oxnard School District is named additional insured with respect to the operations of the named insured per the attach CG 2026 endorsement. Such insurance is primary and non-contributory. 10 days notice of cancellation for non-payment of premium. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Lisa Franz 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Oxnard School District 1051 South A Street Oxnard, CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-65 - El Centrito Family Learning Centers – Mis Padres y Yo (Freeman/Thomas)

The agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of El Centrito Family Learning Centers. Mis Padres y Yo is a Parent and Child Together (PACT) strategy. Workshops focus on providing child development and nurturing support for parents of infants to 3 year olds.

Term of the agreement **August 6, 2015 to June 30, 2016**

FISCAL IMPACT:

\$17,500.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #15-65 with El Centrito Family Learning Centers.

ADDITIONAL MATERIAL:

- Attached:** Agreement #15-65, El Centrito Family Learning Centers (13 pages)
- Exhibit A Reporting and Expenditure Timelines (1 Page)
- Exhibit B Service Provisions (1 Page)
- Exhibit C Line Item Budget (1 Page)
- Exhibit D Payment Method (1 Page)
- Certificate of Insurance (4 Pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT #15-65**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **EL CENTRITO FAMILY LEARNING CENTERS**, P.O. Box 1613, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **MIS PADRES y YO**, hereinafter referred to as "**Program**" for fiscal year FY 2015-2016.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 1613, Oxnard, California 93030, Attention: Joseph Castañeda.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa A. Franz, Director, Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) days Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

- 2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.
- 2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.
- 2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.
- 2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relationship to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's funding period.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any

provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.
- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

- 4.6 WORKING CAPITAL.** SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

- 4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to

SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS. SUBCONTRACTOR shall not purchase any fixed assets under the terms of this Agreement, unless prior written permission is obtained from the DISTRICT.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

(c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2015-2016, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL

DISTRICT APPROVAL

(Signature)

Joseph Castañeda, Executive Director
(Typed Name/Title)

(Date)

(Signature)

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

(Date)

**EL CENTRITO FAMILY LEARNING CENTERS
 MIS PADRES y YO**

Term: August 6, 2015 to June 30, 2016

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2015 – July 31, 2015	Month 1 Invoice	August 15, 2015
August 1, 2015 – August 31, 2015	Month 2 Invoice	September 15, 2015
September 1, 2015 – September 30, 2015	Month 3 Invoice <i>Quarter 1 Narrative</i>	October 15, 2015
October 1, 2015 – October 31, 2015	Month 4 Invoice	November 15, 2015
November 1, 2015 – November 30, 2015	Month 5 Invoice	December 15, 2015
December 1, 2015 – December 31, 2015	Month 6 Invoice, <i>Quarter 2 Narrative</i>	January 15, 2016
January 1, 2016 – January 31, 2016	Month 7 Invoice	February 15, 2016
February 1, 2016 – February 28, 2016	Month 8 Invoice	March 15, 2016
March 1, 2016 – March 31, 2016	Month 9 Invoice <i>Quarter 3 Narrative</i>	April 15, 2016
April 1, 2016 – April 30, 2016	Month 10 Invoice	May 15, 2016
May 1, 2016 – May 31, 2016	Month 11 Invoice <i>Final batch of Evaluation Surveys</i>	June 15, 2016
June 1, 2016 – June 30, 2016	Month 12 Invoice <i>Quarter 4 Narrative Report</i>	July 7, 2016

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

EL CENTRITO FAMILY LEARNING CENTERS

Exhibit B

MIS PADRES y YO

August 6, 2015 to June 30, 2016

Program Description: Provide child development and nurturing in a play and learn model of support services for parents of infants and toddlers.

Program Outcome(s) - Early Learning Parent are engaging children in early learning and are reading to their children often and from an early age. Parents are provided the tools, resources and supports for healthy attachments and positive interactions with their children.

Program Component Description

Provide child development and nurturing support for parents of *infants to 3 year olds*. Play-and-learn workshops are designed to improve parents' understanding of basic child development, healthy parent/child interactions and responsiveness to babies' needs. **Mis Padres y Yo** sample topics include: Child Development Milestones, Nurturing home environments for optimal learning, Infant massage & Essential touch, Nutrition, Fostering Language Development, Communication Techniques for Positive Discipline, and Safety at Home. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit and serve participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday mornings and afternoons as well as some early evenings to accommodate schedules of working parents. Each series = 8 workshops. **Subcontracted to El Centrito Family Learning Centers.**

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early Learning For PACT	Class	8 cohorts x 8 weeks = 64 classes	8 contacts per participant	Children 0-5 and Parents	Yes	53 Children and 53 Parents = 106 participants	848	90% of participants reporting positive child/parent interaction	PACT Survey

OPERATIONAL PROVISIONS

- 2 The agency is responsible to perform outreach in the community for puposes of engaging parent participation.
- 3 The agency will link families to the Family Resource Center and other community agencies for other NFL, or other support services, as needed.
- 4 The agency will provide a list of activities for inclusion in the monthly NFL calendar no later than the 10th of the month prior to the events.
- 5 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

Contract Agency: **Oxnard School District**
 Name of Agency: **El Centrito Family Learning Center**

Contract Period : **August 6, 2015 - June 30, 2016**
 Project Title: **Mis Padres Y Yo Program**
 Total Amount: **\$17,500**

DESCRIPTION	MIS PADRES Y YO					NFL COMMISSION	MATCH		Total
	Wks	Rate	Hr	FTE	\$	Fund	Cash Match	In-Kind	\$
I. PERSONNEL SERVICES									
1A. DIRECT WAGES PERSONNEL									
Program Planning & Evaluation Manager	52	25.00	3	0.08	3,900	2,300	1,600		3,900
Parent Workshop Facilitator	48	19.00	6	0.15	5,472	2,700	2,772		5,472
Parent Workshop Facilitator Assistant	52	12.00	4	0.10	2,496	2,496	0		2,496
Program Assistant	52	16.85	3	0.08	2,629	1,400	1,229		2,629
Child Care Workers					1,162	1,162	0		1,162
Direct Wages Personnel					15,658	10,058	5,601	0	15,658
1B. TAXES AND BENEFITS									
Taxes 7.65%					1,198	769	428		1,198
Unemployment Insurance 3.5%					153	99	55		153
Workman's Comp					321	227	94		321
Benefits (Health)					1,795	1,257	539		1,795
Total Taxes and Benefits					3,467	2,351	1,116	0	3,467
SUBTOTAL PERSONNEL					19,125	12,409	6,717	0	19,125
II. OPERATING EXPENSES									
Outside Services: Audit, Payroll, & Other Professional Services					749	749			749
Program Supplies/ Curriculum Materials / Food					1,455	1,317	138		1,455
Mileage Expenses					132	132			132
Photocopies & Printing of workshop materials					1,543	1,000	543		1,543
Office Supplies / Postage					87	87			87
Liability Insurance					264	264			264
Telephone/ Web/ DSL/ Hosting					149	149			149
Leadership Professional Development					132	132			132
Facility Expenses					37	37			37
Fundraising					2,200	0	2,200		2,200
Rent (in-kind)					5,999	0		5,999	5,999
Subtotal Operating Expenses					12,748	3,867	2,882	5,999	12,748
III. INDIRECT									
Indirect 7%					1,225	1,225			1,225
TOTAL BUDGET					33,098	17,500	9,599	5,999	33,098

Note: * In-kind rent figure based on market value for rental properties, allocation was reviewed and approved by independent auditor, Mike Eulau, CPA.

**EL CENTRITO FAMILY LEARNING CENTERS
MIS PADRES y YO**

Term: August 6, 2015 to June 30, 2016

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit A.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the period August 6, 2015 through June 30, 2016 shall not exceed **\$17,500.00** in accordance with Exhibit C and the services described in Exhibit B.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/25/2014

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

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

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300 E-MAIL ADDRESS:	FAX (A/C, No): (818) 539-2301
	INSURER(S) AFFORDING COVERAGE INSURER A : Nonprofits' Insurance Alliance of CA INSURER B : New York Marine And General Insurance Co INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED El Centrito Family Learning Centers P.O. Box 1613 Oxnard, CA 93032		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		201407868NPO	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			201407868NPO	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC201400006531	07/01/2014	07/01/2015	PER STATUTE 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
A	Sexual Abuse			201407868NPO	12/31/2014	12/31/2015	1,000,000 3,000,000

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

Re: El Centrito First 5 Programs Fiscal Year 2014- 2015. Oxnard School District is named additional insured with respect to the operations of the named insured per the attach CG 2026 endorsement. Such insurance is primary and non-contributory. 10 days notice of cancellation for non-payment of premium. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Norma Magana 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Oxnard School District 1051 South A Street Oxnard, CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/25/2014

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PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300		FAX (A/C, No): (818) 539-2301
	E-MAIL ADDRESS:		
INSURED El Centrito Family Learning Centers P.O. Box 1613 Oxnard, CA 93032	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nonprofits' Insurance Alliance of CA		
	INSURER B : New York Marine And General Insurance Co		16608
	INSURER C : North American Elite Insurance Company		29700
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		201407868NPO	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
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							PERSONAL & ADV INJURY	\$ 1,000,000
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							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC201400006531	07/01/2014	07/01/2015	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C	Property A Sexual Abuse			CWB00024651207868	12/31/2014	12/31/2015	Deductible: \$500	149,339
							201407868NPO	12/31/2014

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

Oxnard School District is named additional insured with respect to the operations of the named insured per the attach CG 2026 endorsement. Such insurance is primary and non-contributory. 10 days notice of cancellation for non-payment of premium. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Lisa Franz 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Oxnard School District 1051 South A Street Oxnard, CA 93030</p>
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- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-66 – Continuing Development Inc. – Harrington NfL Preschool (Freeman/Thomas)

The agreement formalizes Early Learning programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of Continuing Development Inc. The Program offers a 3-hour preschool program for 72 four (4) year olds. The Harrington NfL Preschool will adhere to District Calendar and operate on the academic year. Eligibility criteria include children who reside within the high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate.

Term of the agreement: August 6, 2015 through June 30, 2016

FISCAL IMPACT:

\$255,701.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #15-66 with Continuing Development Inc.

ADDITIONAL MATERIAL:

- Attached:** Agreement #15-66, Continuing Development Inc. (13 pages)
Exhibit A Reporting and Expenditure Timelines (1 Page)
Exhibit B Service Provisions (2 Pages)
Exhibit C Line Item Budget (1 Page)
Exhibit D Payment Method (1 Page)
Exhibit E Technology Services and Support (2 Pages)
Exhibit F Oxnard NfL Preschool Attendance Policy (1 Page)
Certificate of Insurance (2 Pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT #15-66**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **CONTINUING DEVELOPMENT, INC.**, 1500 Camino Del Sol, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **HARRINGTON NfL PRESCHOOL**, hereinafter referred to as "**Program**" for fiscal year FY 2015-2016.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with **SECTION 2**, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in **SECTION 3** and performed during the term of this Agreement in accordance with the method of payment stipulated in **SECTIONS 2** and **4**.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at 1500 Camino Del Sol, Oxnard, California 93030, Attention: Susan Dumars.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa A. Franz, Director, Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) days Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

- 2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.
- 2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.
- 2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.
- 2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relationship to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's funding period.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any

provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.
- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.
- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.
- 4.5 BUDGET JUSTIFICATION.**
- 4.5.1 Line Item.** SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.
- 4.5.2 Budget Changes.** SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.
- 4.6 WORKING CAPITAL.** SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.
- 4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to

SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS. SUBCONTRACTOR shall not purchase any fixed assets under the terms of this Agreement, unless prior written permission is obtained from the DISTRICT.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

(c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D, E and F attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2015-2016, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL

DISTRICT APPROVAL

(Signature)

Susan Dumars, President
(Typed Name/Title)

(Date)

(Signature)

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

(Date)

CONTINUING DEVELOPMENT, INC.
HARRINGTON nFL PRESCHOOL

Term: August 6, 2015 to June 30, 2016

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2015 – July 31, 2015	Month 1 Invoice	August 15, 2015
August 1, 2015 – August 31, 2015	Month 2 Invoice	September 15, 2015
September 1, 2015 – September 30, 2015	Month 3 Invoice <i>Quarter 1 Narrative</i>	October 15, 2015
October 1, 2015 – October 31, 2015	Month 4 Invoice <i>DRDPs for each student</i>	November 15, 2015
November 1, 2015 – November 30, 2015	Month 5 Invoice	December 15, 2015
December 1, 2015 – December 31, 2015	Month 6 Invoice, <i>Quarter 2 Narrative</i>	January 15, 2016
January 1, 2016 – January 31, 2016	Month 7 Invoice	February 15, 2016
February 1, 2016 – February 28, 2016	Month 8 Invoice	March 15, 2016
March 1, 2016 – March 31, 2016	Month 9 Invoice <i>Quarter 3 Narrative</i>	April 15, 2016
April 1, 2016 – April 30, 2016	Month 10 Invoice	May 15, 2016
May 1, 2016 – May 31, 2016	Month 11 Invoice <i>DRDP for each Student</i> <i>Final batch of Evaluation Surveys</i>	June 15, 2016
June 1, 2016 – June 30, 2016	Month 12 Invoice <i>Quarter 4 Narrative Report</i>	July 7, 2016

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

CONTINUING DEVELOPMENT, INC.

Exhibit B

HARRINGTON NfL PRESCHOOL

August 6, 2015 to June 30, 2016

Program Description: Provide Early Childhood Education (ECE) program to four (4) year olds. Offering three (3), three (3) hour half day sessions per day. The program will adhere to the Oxnard School District Single Track Calendar and operate 180 days. Enrollment shall be maintained at this level throughout the school year.

Program Outcome(s) - Early Learning: Children participate in quality preschool, Parents are engaging children in early learning and are reading to their children often and from an early age.

Program Component Description

Provide 180 days of Early Childhood Education (ECE) programs offering 3 hour AM, PM, and Twilight sessions targeting 4-year olds. Preschool will operate following the academic calendar of the Oxnard School District. Provider will demonstrate student academic and developmental growth by administering assessments: DRDP-2015, ELSA. Programs will also assess environmental and adult/child interaction quality utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate. Priority is given to working families who meet income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate.

[Harrington NfL Preschool subcontracted to Continuing Development, Incorporated \(CDI\).](#)

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Quantitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early education programs for children (Harrington)	Class	24 ECE spaces (half day) x 3 sessions = 72 spaces	180 contacts	Children 0-5	Yes	72 participants	12,960 contacts	90% children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP- 2015	DRDP-2015

CONTINUING DEVELOPMENT, INC.

Exhibit B

HARRINGTON NfL PRESCHOOL

August 6, 2015 to June 30, 2016

OPERATIONAL PROVISIONS

2 The agency will provide the Oxnard School District with a copy of the License to Operate and Maintain a Day Care Center.

The agency is responsible to ensure students attend school regularly. The agency will enforce the Oxnard NfL Preschool Attendance Policy. The agency will assist parents to correct excessive absences, and will educate parents about the importance regular attendance to student achievement. Agency will submit monthly 3 reports to Oxnard School District detailing communication efforts and outcomes.

The agency will provide the Oxnard School District with an overall representation of the early childhood development setting created at Harrington NfL Preschool, and the interactions between preschool professionals and students by implementing the Early Childhood Environmental Rating Scale. Agency will provide the Oxnard NfL with a copy of the self-study results and corresponding correction plan for areas needing improvement. ECRS assessment will be performed during first 4 quarter of each school year.

The agency will demonstrate developmental growth of children by administering one (1) pre, and one (1) post Desired Results Developmental Profile-2015 5 observational assessment protocol for each student participant, and will demonstrate how results guide instruction of individual students.

The agency will demonstrate increased Kindergarten school readiness among participating preschool students by implementing instruction analysis, evaluation , and monitoring to ensure preschool program effectiveness and individual student academic achievement. The agency will provide the Oxnard School District with the results of summative and formative assessments, and demonstrate how results were used to guide whole group and individualized instruction. Examples of 6 summative and formative assessments include: ELSA, PPVT, PALS.

The agency will encourage the development of belonging to an elementary school by coordinating site visits to the kindergarten classes for parent and children, and provide opportunities for parents to meet kindergarten teachers, the school principal. When teachers identify social/emotional and/or family concerns, agency will 7 link families to the Family Resource Center, and refer parents to the BEST Program for speech/language and/or cognitive concerns.

By January 31, 2016 the agency will present to the Oxnard School District a procedures plan (to address implementation of eligibility criteria) and anticipated dates for preschool registration prior to engaging in registration for the following school year. Agency will coordinate registration dates with the Oxnard NfL Director. Registration dates will be 8 announced to the general public via NfL Calendar.

The agency will notify Oxnard School District of any changes in instructional calendar 30 days in advance in order to communicate changes with affected Oxnard School District 9 departments.

10 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

11 Participate in QRIS project spearheaded by Ventura County Office of Education. Agency will provide the District the QRIS rating scores for Harrington NfL Preschool.

CONTINUING DEVELOPMENT INC.
HARRINGTON NfL PRESCHOOL
 August 6, 2015 to June 30, 2016
LINE ITEM JUSTIFICATION EXAMPLE

Exhibit C

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES				
Salaries and Benefits				
Site Supervisor	39,000.00		3,000.00	42,000.00
Teacher	108,945.00		7,900.00	116,845.00
Support Services	22,059.00		4,100.00	26,159.00
Taxes and Benefits	37,448.95		3,161.00	40,609.95
Subtotal Personnel	207,452.95	0	18,161.00	225,613.95
II. OPERATING EXPENSES				
Curriculum Supplies	6,800.00			6,800.00
Printed Materials	5,000.00			5,000.00
Computer/Software Supplies	-			-
Professional Development	1,630.00			1,630.00
Student Accident Insurance	150.00			150.00
Office Supplies	1,552.85			1,552.85
Telephone/Utilities	3,500.00			3,500.00
Food	7,400.00			7,400.00
Subtotal Operating Expenses	26,032.85	0	-	26,032.85
III. Minor Equipment (under \$5,000)				
Subtotal Minor Equipment	-	0	-	-
IV. OTHER EXPENSES				
Subtotal Other Expenses	-	0	-	-
V. INDIRECT				
Indirect Costs - Administrative costs	22,215.00		8,200.00	30,415.00
TOTAL BUDGET	255,701	0	26,361.00	282,061.80

List and describe cash source(s)*:

List and describe in-kind support*:

CDI will provide 5 State Preschool funded slots

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit A.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the period August 6, 2015 through June 30, 2016 shall not exceed **\$255,701.00** in accordance with Exhibit C and the services described in Exhibit B.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON nFL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

**Exhibit E
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Access Limited Storage on local server
 - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
 - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
 - c. Access to District SIS
 - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
 - b. If local lab technician is not available, the requestor may email the District IT Department at support@oxnardsd.org or call (805) 385-1501 ext. 2100
 - i. IT staff will contact the requestor within 24 hours
 - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
 - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
 - b. **Login Support** – Are logins connecting to network and their assigned resources?
 - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
 - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software? If issues arise, is it hardware, software or network related?
 - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NfL PRESCHOOL**

Term: August 6, 2015 to June 30, 2016

**Exhibit F
NfL Preschool Attendance Policy**

The Oxnard School District – Oxnard Neighborhood for Learning Program believes that regular attendance plays a key role in student achievement. The program recognizes its responsibility to ensure parents are aware that students are expected to be in attendance daily. To improve student attendance, the NfL preschool operators shall implement steps to identify the reasons for a student's absences and to help resolve absence patterns. Strategies shall focus on early intervention and will include:

1. Communication in person or phone between school staff and parent/guardian
2. After 3 absences, communication in writing between school staff and parent/guardian, and;
3. Referral to the Oxnard NfL family strengthening/service coordination team for support
4. Conference between school staff and parent
5. Termination of student

If absences continue and all interventions have been exhausted, student will be terminated. Once a child is terminated, the student will be placed at the bottom of the waiting list until all others on waiting list are placed.

Excused Absences

Absence from preschool school shall be excused only for:

1. Illness of student
2. Medical appointments of the student
Insofar as class participation is an integral part of student's learning experience, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours
3. Family emergencies (bereavement, quarantine)
4. Court ordered visitations of child
5. Personal choice days
 - a. Participation in religious instruction or exercises

Student absences may be considered excused subject to Site Supervisor and/or NfL Director.

Method of Verification

When students who have been absent return to school, they must present an explanation verifying the reason for the absence. The following methods will be used to verify absences:

1. Written note from parent/guardian
2. Conversation in person or telephone between the school site staff and student's parent/guardian. The school site staff shall record:
 - a. Name of student
 - b. Name of parent/guardian
 - c. Name of school site staff
 - d. Date or dates of absences
 - e. Reason for absence.
3. Verification of medical appointment – appointment card, etc.

All school absences must be verified by one of the above methods within four school days of the student's return to school.

Total Number of Allowances is equal to 0

Excusing of any absence due to illness of the child is at the discretion of the Site Supervisor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): Center Harrington CDC #177
2. Name of Person or Organization (Additional Insured): Oxnard School District

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

3. Additional Premium: INCLUDED

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

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

This insurance does not apply to:

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

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 8/5/15

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 #15-67 – Anti-Defamation League (Freeman/West)

The Anti-Defamation League will provide a full day of professional development for middle school Social Studies teachers in diversity awareness. The program will present universal “Tier 1” prevention strategies to improve relationships and practices in cultural sensitivity. The title of their program is “A World of Difference”. These teacher trainings will be followed up with whole school assemblies in the beginning of the 2015-16 school year.

FISCAL IMPACT:

\$1,500.00 – MSAP Funds

RECOMMENDATION:

It is recommended by the Project Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-67 with the Anti-Defamation League.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-67, Anti-Defamation League (3 Pages)

OSD AGREEMENT #15-67
TRAINING PROGRAM CONTRACT

AGREEMENT ("Agreement") made this 5th day of August, 2015 between the Anti-Defamation League of B'nai B'rith ("ADL"), a not-for-profit corporation having its principal place of business at 605 Third Avenue, New York, NY, 10158 with an office at Santa Barbara, 1528 Chapala Street, Suite 301, Santa Barbara, CA 93101, and Oxnard School District ("CLIENT"), located at 1051 South A Street, Oxnard, CA 93030.

WHEREAS, CLIENT desires that the ADL shall conduct the A WORLD OF DIFFERENCE® Institute Training Program;

WHEREAS, ADL desires to provide the required services to CLIENT;

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

- (1) ADL agrees to conduct a training program consisting of one (1) day of training session. There must be a minimum of fifteen (15) participants in each training session, and a maximum of forty (40). Client agrees to notify ADL at least five (5) days in advance of the training session if Client expects participation will fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event of such cancellation or postponement, the provisions of Paragraph 6 (c) of this Agreement shall prevail.
- (2) The training sessions will be held on Thursday, August 06, 2015.
- (3) The cost for the complete training program will be \$1,500.00 for two (2) facilitators. CLIENT will make these arrangements in consultation with ADL. Additional costs includes forty (40) copies of the Anti-Bias Study Guide at \$0.00 each.
- (4) CLIENT will provide the necessary materials, including audio-visual equipment.
- (5) CLIENT agrees to provide adequate crowd control and adequate security. CLIENT agrees to obey all fire precautions as required by law or local ordinances.
- (6) (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

(b) ADL shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:

- (ii) If CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all substantial amount of their assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of a CLIENT's firm for all or substantial part of its assets; or
 - (v) CLIENT has assigned this Agreement without first receiving ADL's prior written consent.
- (c) If one or more sessions are cancelled within thirty (30) days of the contracted training date, through no fault of ADL, CLIENT agrees to reimburse ADL for 50% of the contracted fee plus all expenses incurred to that date, including travel in connection with the cancelled sessions.
- (7) CLIENT hereby agrees to hold harmless, defend and indemnify ADL affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any acts or commission or omission directly or indirectly attributable to any of CLIENT's undertakings and obligations arising under this Agreement.

ADL hereby agrees to hold harmless, defend and indemnify CLIENT and its affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, reasonable legal fees, penalties, judgments and/or liabilities to the extent caused by ADL's undertakings or obligations arising under this Agreement.

- (8) CLIENT agrees that all material used in conjunction with the Training program is proprietary to ADL. As such, these materials may not be reproduced, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of the ADL.
- (9) Nothing in this Agreement shall be construed to place ADL and CLIENT in the relationship of a partnership or a joint venture, and neither ADL nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is effected, or whenever requested by ADL, CLIENT shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE names.
- (11) Any publicity or promotional materials, including but not limited to press releases and advertisements, produced by CLIENT for or in conjunction with the Training program, must be reviewed and approved in writing by ADL prior to publication.

(i) A breach by CLIENT of any material term or condition of this Agreement including, but not limited to, the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;

(12) This Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties. In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.

(13) This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the State of California.

(14) Any notice or document required hereunder shall be delivered in writing. Any notice of termination of this Agreement shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the address set forth above. A copy of any notice or document sent to ADL shall be sent to the attention of Director of Operations, Education Division, and a copy of any such notice or document shall be sent to Cynthia Silverman, Regional Director.

Any notice or document sent to CLIENT shall be sent to Ms. Debby West. Any notice or document sent by mail shall be deemed received five (5) business days after mailing. Any notice or document personally delivered shall be deemed received when delivered.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OXNARD SCHOOL DISTRICT

ANTI-DEFAMATION LEAGUE OF B'NAI B'RITH

BY: _____

BY: _____

PRINT NAME: Lisa A. Franz

PRINT NAME: _____

TITLE: Director, Purchasing

TITLE: _____

CLIENT TAX IDENTIFICATION 95-6002318

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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

APPROVAL OF AGREEMENT #15-68 WITH CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (CDR) FOR SUPPLYING BREAKFAST AND LUNCHESES TO HEAD START PRESCHOOL STUDENTS AT SIERRA LINDA SCHOOL (Cline/Picola)

Oxnard School District is entering into an agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunches to the students in the CDR Head Start program at Sierra Linda School during the 2015-16 school year. The term of Agreement #15-68 is for one calendar year commencing on September 1, 2015.

FISCAL IMPACT

None. CDR will reimburse the District for the cost of the meals provided.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #15-68 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunches to their Head Start program at Sierra Linda School for the 2015-16 school year.

ADDITIONAL MATERIAL

Attached: Agreement #15-68 (4 pages)

**STANDARD AGREEMENT FOR FOOD
SERVICE/VENDING
Oxnard School District CN _____**

This Agreement is entered into on this 1st day of September 2015, by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary straws, utensils and napkins for the CDR Head Start /State Preschool located at Sierra Linda School in Oxnard in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$2.11</u> each	Lunch	<u>\$3.23</u> each
Supplement/Snack	<u>\$ 0.80</u> each	Supper	\$ <u>N/A</u> each

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified by the CACFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.
3. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

4. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
6. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within two hours of the scheduled delivery time.
7. Provide copy of menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
8. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
9. Operate in accordance with current CACFP requirements.
10. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
11. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
12. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal.

Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

14. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing September 1, 2015 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Lisa Cline

Official Name (please type)

Assistant Superintendent,
Business & Fiscal Services

Title

(805) 385-1501, ext. 2401

Telephone

August 6, 2015

Date



Agency Official Signature

Don Henniger

Agency Official Name (please type)

Chief Executive Officer

Title

(805) 485-7878

Telephone



Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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 RENEWAL AGREEMENT #15-69 WITH DECISION INSITE, LLC (Cline)

On July 18, 2012, the Oxnard School District Board of Trustees approved Renewal Agreement #12-86 with DecisionInsite, LLC for a three-year term through August 25, 2015. DecisionInsite provides professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning, and school configuration planning. Oxnard School District utilizes this software to help make informed decisions on planning and potential school boundary changes. Renewal Agreement #15-69 is presented herewith for the Board's consideration.

FISCAL IMPACT

Agreement #15-69 is for a three-year term effective August 26, 2015 through August 25, 2018. The annual subscription fee is \$19,222.00. In addition, there is an annual fee of not to exceed \$3,000 for Residential Developmental Research for enrollment projections.

The total annual amount is not to exceed **\$22,222.00**, to be paid out of the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #15-69 with DecisionInsite, LLC.

ADDITIONAL MATERIAL

Attached: Agreement #15-69 (11 pages)

OSD #15-69

**SERVICES AGREEMENT
BETWEEN**

Oxnard School District

1051 South A Street
Oxnard, CA 93030
805-385-1501
AND

DecisionInsite, LLC

101 Pacifica
Suite 380
Irvine, CA 92618
877.204.1392

This Agreement is made by and between Oxnard School District(hereinafter DISTRICT) and DECISIONINSITE, LLC (hereinafter DECISIONINSITE) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION 1 – FEES AND SERVICES OF DecisionInsite

1.1 DECISIONINSITE shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of 1) certain services and 2) certain access rights to review and manipulate information via DECISIONINSITE's secure web application called the StudentView System. Specific deliverables are listed on Schedule A.

1.2 This contract is for DECISIONINSITE's combined StudentView System access license and its Premier Enrollment Projection package.

1.3 The DECISIONINSITE fee schedule is based upon the 1) DISTRICT’S most recent reported enrollment, 2) the Enrollment Projection Package option outlined in the Proposal for Services and 3) DISTRICT’S intent to have or not have DECISIONINSITE complete residential development research. The following table summarizes the assumptions and terms of this Agreement.

Service Agreement Assumptions

First Year of Agreement	2016
Final Year of Agreement	2018
Agreement Term	3 year
Product Type	Premier
Residential Development Impact Research	Requested

Fee Calculations:	Base Annual Fee	Over Life of Contract
Base Annual Fee	\$19,222	\$57,665
Residential Development Research (Not to Exceed per year)	\$3,000	\$9,000
	\$0	
Total Annual Not to Exceed	\$22,222	\$66,665

Other Services (Billed as needed and only where applicable)

1.4 If Residential Development Research is included, DECISIONINSITE begins the research projects each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Research is billed at the rate outlined on Schedule B. DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will seek authorization before commencing. DECISIONINSITE makes every effort to contain residential research within the “not-to-exceed” allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT. If the District does not want DECISIONINSITE to conduct the research because the District has the data, a modest fee will be added to cover the integration of those data.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

1. Attendance Area Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on **Schedule B**.

2. Custom Map Layers: DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on **Schedule B**.

3. Custom Point Plotting: DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on **Schedule B**.

4. Additional Student Attribute Plotting, Reporting and Analysis: DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on **Schedule B.**

SECTION 2 – PERIOD OF PERFORMANCE

2.1 This is a 3 year agreement, commencing on date of board approval as notated on the signature page of this agreement and upon being signed by both parties and shall terminate unless renewed by both parties 36 months from the date the Agreement commences upon completion of all service obligations.

SECTION 3 – OBLIGATIONS OF DISTRICT

3.1 DISTRICT agrees that its employees will cooperate with DECISIONINSITE in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DECISIONINSITE.

3.2 DISTRICT shall provide to DECISIONINSITE, at no cost to DECISIONINSITE, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement. DISTRICT must download three PDF documents from the DECISIONINSITE public website which outline data requirements that DISTRICT must deliver to DECISIONINSITE. These include the "New Client Data Request Cover Letter", "Appendix A: Instructions for School File, etc". and "Appendix B: Instructions for Student File."
<http://DECISIONINSITE.com/Area-DIsystem/DIsystem-DataRequests.shtml>

3.3 If DISTRICT chooses to provide residential development research to DECISIONINSITE instead of engaging DECISIONINSITE to conduct the research, then the DISTRICT agrees to provide these data to DECISIONINSITE in the array and format stipulated in the Data Request Instructions and Documents found on the DECISIONINSITE website. Failure to provide the data either in the detail or format specified may result in an additional fee to convert the data and/or to conduct the additional research.
<http://DECIS>

3.4 DISTRICT shall make every reasonable effort to aid DECISIONINSITE in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DECISIONINSITE and will be paid by the DISTRICT.

3.5 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DECISIONINSITE secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.6 This AGREEMENT as outlined on Schedule A includes web based access to the secure DECISIONINSITE StudentView System. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

SECTION 4 – LIMITATIONS

4.1 DECISIONINSITE understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DECISIONINSITE may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DECISIONINSITE will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DECISIONINSITE is based upon the best information available to DECISIONINSITE at the time of rendering services. DISTRICT also understands that DECISIONINSITE takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

SECTION 5 – GENERAL PROVISIONS

5.1 DISTRICT understands that the StudentView System is built upon Google base maps and access to these base maps by the DISTRICT must conform to Google Map requirements. Further some aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT. But the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)

5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DECISIONINSITE.

SECTION 6 – TERMINATION

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT'S convenience and without cause at any time by giving DECISIONINSITE thirty (30) days written notice of such termination. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DECISIONINSITE will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DECISIONINSITE monetarily or otherwise.

6.2 Early Termination Adjustment: Multi-year agreements are based upon discounts to the single year fee for system and services. Should the district opt for one of the multi-year agreements and then choose to terminate the AGREEMENT per 6.1 above an adjustment will be applied to the final year of service based upon the number of years of the contract that have been completed. The adjustment schedule is provided below.

3 Year Cancellation Schedule

Years Complete	Adjustment Fee
1	\$4,215
2	\$2,107
3	\$0

SECTION 7 – COMPENSATION

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DECISIONINSITE is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DECISIONINSITE will issue invoices in two stages in accordance with the following:

1. 50% on the initial date of execution of this agreement or at the beginning of DecisionInsite's annual production season in August of each year.
2. 50% Delivery of annual contract obligations to the District.

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule of Payments	Total per Year	First Payment	Second Payment
Year 1	\$19,222	\$9,611	\$9,611
Year 2	\$19,222	\$9,611	\$9,611
Year 3	\$19,222	\$9,611	\$9,611

7.4 Residential development research, if requested by the district is invoiced separately from the annual license agreement. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically begin in May and be completed no later than October of each year. As stated earlier, DECISIONINSITE will not invoice beyond the “not to exceed” stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DECISIONINSITE anticipated, DECISIONINSITE will contact the district. It will not proceed further without prior authorization from the district.

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the PROPOSAL FOR SERVICES document submitted to the DISTRICT. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DECISIONINSITE stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

SECTION 8 – INDEMNIFICATION

8.1 DECISIONINSITE shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DECISIONINSITE.

SECTION 9 – OWNERSHIP AND ACCESS TO THE WORK PRODUCT

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible StudentView System—are the result of extensive data integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. These are all processed through the proprietary StudentView System that includes "location analytic" models and a GIS analytical mapping interface. They are transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DECISIONINSITE as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the StudentView System as long as the contract with DECISIONINSITE is in effect. Upon contract termination, access to the StudentView System will no longer be available. Subsequent access to the StudentView System may be provided by a successor contract if the DISTRICT deems it desirable.

SECTION 10 – CONFIDENTIALITY

10.1 DECISIONINSITE shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

10.2 DISTRICT does agree to allow DECISIONINSITE to use some elements of the final product for the purposes of demonstration. At no time shall DECISIONINSITE divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DECISIONINSITE fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DECISIONINSITE shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

SECTION 11 – ASSIGNMENT PROHIBITED

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

SECTION 12 – AUDIT

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

SECTION 13 – ENTIRE AGREEMENT

13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

Oxnard School District

DecisionInsite, LLC



Ms. Lisa Cline
Asst. Superintendent, Fiscal Services
Date _____

Michael B. Regele
President, DECISIONINSITE, LLC
June 29, 2015
Tax ID # 74-3123949

SCHEDULE A: PRODUCT FEATURE LISTS

Premier

Premier is DecisionInsite's flagship package. The Premier package annually integrates the professional development of student enrollment projections with full access to all of the location analytic features of the DI StudentView System. The Premier package is highlighted by these distinctive features.

StudentView Features (Partial List)

Complementary System Training and Support

Location Plot Data and Tools

StudentTraits

Student Files uploadable...

October Enrollment Data Upload

Anytime Student Upload

Student Mailing List Generation

Custom Student Attributes

SchoolTraits

PointTraits

PassengerTraits

Location Analytics Tools

Spatial Query Tools

Report Generator

Measurement Tools

Walking Distance Polygons

Quik Presentation Graphs and Tables

MapMaker Tools

Alternative Google Base Maps

District and School Attendance Boundary Maps

Mapping of SchoolTrait Data

CommunityTraits Theme Maps

Custom Boundary Layers

Map Marking Tools

MySchoolLocator plus Bus Stops Option

Easy Export and Presentations

Single Click to export tables to Excel

Copy and paste tables and graphs into PowerPoint, Excel or

Word for easy presentations

Maps generated to fit PowerPoint

Premier Features (Partial List)

* Two District-wide and School-by-grade Projections annually; one conservative and the other moderate.

* Intra-district (Open Enrollment/School of Choice) and Inter-district enrollment patterns.

* Projections by attendance area

* A Final Executive Report of Findings designed for use with Administrative Staff and Boards.

* Full access to all of the EnrollmentAnalytics functions in the StudentView System

* Full access to the StudentView System's boundary change analysis tools which allow the development

* Full access to all of the unique DecisionInsite efficiency calculators. (See appendix for descriptions

* Full access to all of the community demographic variables that are integrated into the system along with all of the predefined, colorful

* MySchoolLocator plus option of Bus Stops

* School2Community Marketing and Communication Tools

Residential Development Research

This agreement includes the option of Residential Development Research to be conducted by DecisionInsite. The research results will be integrated into the enrollment forecasts and available upon request. Inclusion includes location mapping of expected projects, and full reporting on all proposed residential development projects phased over time.

SCHEDULE B: ADDITIONAL SERVICES AND RATES

Some districts require additional services, such as

- development impact analysis,
- custom GIS technical work or
- facilities planning consulting and support

These items are in addition to the basic contract and are billed according to the type of work and the fee schedules outlined below.

Consulting

In addition to providing the standard Enrollment Projections and the web-based StudentView System, DecisionInsite also offers additional consulting services. Consulting can include:

- Residential Development Research,
- Attendance Boundary Configuration Consulting
- Student Generation Rate Studies

1. Residential Housing Development Research: For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

2. Boundary Configuration Consulting: While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite's professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

3. Student Generation Rate Studies: Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

4. School Capacity Studies: A School Capacity Study by DecisionInsite generates multiple scenarios that consider alternative impacts of changes in underlying variables such as special use classrooms, class size by grade level, half-day or extended day Kindergarten, number of relocatable classrooms, projected enrollment, spaces for teacher prep time, etc.

Consulting Fee Rates

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with “a not to exceed” amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. But all billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour	
	Presentation	Analysis/Preparation
Senior Consultant	\$250.00	\$150.00
Consultant	\$175.00	\$87.50
GIS Technical Services		\$85.00

Expenses

Expenses are invoiced for actual travel, lodging and materials. For locations beyond one hour a travel time charge is included.

Custom GIS Services

DecisionInsite can easily add and integrate several custom data and analysis tools to a district’s base system. These include:

- Existing Map Layers Changes
- Custom Map Layers
- Additional Student Attributes
- Custom Plotting of People (other than students) or Places (other than schools).

1. Existing Map Layer Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally this is sufficient since changes mid year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.

2. Custom Map Layers: DISTRICT’S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which require safety buffer zones
- Board Trustee Areas
- Developer tracts
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

Other Services and Fees

Additional Projection Scenarios: DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario	Ranges	
	Min	Max
Web posting only, no report	\$500	\$1,000
Web posting plus report	\$1,500	\$2,000

SCHEDULE C: WEB ACCESS POLICIES

Access to DecisionInsite’s secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsite web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsite will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.

MySchoolLOCATOR

MySchoolLOCATOR will be accessible from the DecisionInsite web site. A link can be set up on the DISTRICT’S own web site as soon as the DISTRICT’S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 8/5/15

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 #15-72 – Association of Two-Way & Dual Language Education (ATDLE) (Freeman/Arellano)

ATDLE will provide Professional Development including:

- Teacher and Administrative Inservice/Training
- Technical Assistance – Principals and Administrators
- Dual Language Program Walkthroughs & Technical Reports
- Dual Language Program Master Plan task force and writing sessions.

Term of Agreement: August 6, 2015 through June 30, 2016

FISCAL IMPACT:

\$46,000.00 - LEP

RECOMMENDATION:

It is recommended by the Executive Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-72 with ATDLE.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-72, ATDLE (9 Pages)

AGREEMENT FOR CONSULTING SERVICES



THIS AGREEMENT, made this 5th day of August 2015 by and between Oxnard School District OSD, Oxnard, CA, a political subdivision of the State of California, hereinafter called "DISTRICT", and the Association of Two-Way & Dual Language Education - ATDLE, hereinafter called "CONSULTANT". ATDLE consists of a team of duly qualified consultants in the areas of Two-Way Bilingual Immersion Education and will provide technical assistance and professional development services to the DISTRICT's Dual Language /Two Way Bilingual Immersion Program team. ATDLE is a non-profit agency and acts under a 501©3 and has attached a signed w9 form with the organization's federal identification number.

The DISTRICT and CONSULTANT hereby agree as follows:

1. Description of Services:

CONSULTANT agrees to provide services to DISTRICT training/in-service to the Dual Language program educators and teachers on the following dates:

•**Teacher and Administrative Inservice/Training**

August 13-14, September 14, October 27, January 19-20, June 7-8, 2016

•**Technical Assistance - three meetings –Principals and Administrators**

August 12, January 21, June 9, 2016

•**Dual Language Program Walkthroughs & Technical Reports**

October 19-22 , March 1-4, 2016

•**Dual Language Program Master plan task force and writing sessions**

August 31, September 14, October 27, January 19, March 2, April 25, May 2016 (if needed)

2. Contract Documents:

The contract documents consist of the Agreement for Consulting Services, the General Provisions, any specifications, drawings, specific and or general conditions, attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, CONSULTANT shall be recompensed \$46,000.00 which includes travel and mileage for each event.

4. Term of Agreement:

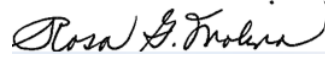
The term of this Contract shall be from August 6, 2015 to June 10, 2016 inclusive, subject to the provisions of Section 7 of the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

District:

Consultant:

By:



Lisa A. Franz, Director, Purchasing
Name/Title

Rosa G. Molina, Executive Director
Name/Title

GENERAL PROVISIONS

(AGREEMENT FOR CONSULTING SERVICES)

- 1) CONSULTANT'S WARRANTY: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by district shall not operate as a waiver or release.
- 2) STATUS OF CONSULTANT: The parties intend that CONSULTANT, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.
- 3) CONFLICT OF INTEREST: CONSULTANT represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONSULTANT further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
- 4) EXTRA (CHANGED) WORK: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and School personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONSULTANT to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONSULTANT thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- 5) NONDISCRIMINATION: CONSULTANT shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- 6) TRANSFER OF RIGHTS: CONSULTANT assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONSULTANT in connection with the project, if any. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONSULTANT'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and

specifications as CONSULTANT may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

- 7) OWNERSHIP OF WORK PRODUCT: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONSULTANT prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.
- 8) INDEMNIFICATION:
- a) CONSULTANT shall indemnify, defend with counsel acceptable to district and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - b) CONSULTANT shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONSULTANT'S performance hereunder.
- 9) INSURANCE: With respect to the performance of work under this Agreement, CONSULTANT shall maintain and shall require all of its subcontractors to maintain insurance as described below:
- a) __Required/ __x_Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
 - b) _X_Required/ __Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors liability, and personal injury liability.
 - c) __Required/ X_Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

- d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
- i) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - iii) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.
 - iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.
- e) *X Required/ Not Required*: Professional Liability (Errors and Omissions) Insurance for all activities of the CONSULTANT arising out of or in connection with this Agreement is an amount no less than \$500,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."
- f) Documentation:
- a) The following documentation shall be submitted to the DISTRICT:
 - i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
 - ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - iii) Upon DISTRICT's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT's request.
- g) Policy Obligations:
- (a) CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- h) Material Breach:
- (a) If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach

of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONSULTANT resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONSULTANT, County may deduct from sums due to CONSULTANT any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

10) METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS; All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

- i) DISTRICT: Will submit payment to ATDLE within 30 days of receipt of the invoice
- ii) CONSULTANT: Will submit three invoices for payment upon completion of the training after September 30, 2015, December 15, 2015 and June 10, 2016.

11) and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

12) MERGER; This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13) TERMINATION:

- a) DISTRICT may terminate this Agreement by giving thirty (30) calendar days written notice to CONSULTANT. In the event DISTRICT elects to terminate the Agreement without cause, it shall pay CONSULTANT for services rendered to such date.
- b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by DISTRICT by virtue of any breach of the Agreement by CONSULTANT.

14) ATTORNEY'S FEES: In the event either party brings an action or proceeding for damages arising out of the other's performance or to establish the right or remedy of either party under this

Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceeding, including non-reimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any state other than California.

- 15) CONSULTANT'S WARRANTY: DISTRICT has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT's work by DISTRICT shall not operate as a waiver or release.
- 16) TAXES: CONSULTANT agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONSULTANT agrees to furnish DISTRICT with proof of payment of taxes on those earnings.
- 17) DUE PERFORMANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
- 18) NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Agreement.
- 19) NO WAIVER OF BREACH: The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 20) FINGERPRINTING. By execution of the Agreement/Contract, the CONSULTANT acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONSULTANT and CONSULTANT's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONSULTANT and CONSULTANT's employees will be on school grounds, whether pupils will be in proximity with the site where the CONSULTANT and CONSULTANT's employees will be working, and whether the CONSULTANT and CONSULTANT's employees will be alone or with others. The DISTRICT further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

a) **DISTRICT Determination of Fingerprinting Requirement Application**

i) **The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONSULTANT and CONSULTANT's employees:**

ii) _____ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and Paragraph (b) below, is applicable.

iii) X are not subject to the fingerprinting requirements of Education Code Section 45125.1 and Paragraph (c) below, is applicable.

b) If the DISTRICT has determined that fingerprinting is required, the CONSULTANT expressly acknowledges that: (1) CONSULTANT and all of CONSULTANT's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONSULTANT shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONSULTANT shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONSULTANT shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONSULTANT is required to fulfill these requirements at its own expense.

c) Even if the DISTRICT has determined that fingerprinting is not required, the CONSULTANT expressly acknowledges that the following conditions shall apply to any work performed by the CONSULTANT and/or CONSULTANT's employees on a school site: (1) CONSULTANT and CONSULTANT's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONSULTANT and CONSULTANT's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONSULTANT and CONSULTANT's employees shall not change locations without contacting the school office; (4) CONSULTANT and CONSULTANT's employees shall not use student restroom facilities; and (5) If CONSULTANT and/or CONSULTANT's employees find themselves alone with a student, CONSULTANT and CONSULTANT's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

District:

Consultant:

By: _____

By: 

Lisa A. Franz, Director, Purchasing
Name/Title

Executive Director, Association of Two-Way & Dual
Language Education (ATDLE)
Name/Title

Date: August 6, 2015

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 _____

Ratification of Amendment #1 to Agreement #14-46 – Casa Pacifica School (Freeman/Ridge)

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-46 with Casa Pacifica, for Non-Public School services for student AH112906 for the 2014-2015 school year, in the amount not to exceed \$36,400.00.

The actual cost for services has now changed and it is necessary to increase the amount of Agreement #14-46 by \$3,780.00 for a total agreement amount of \$40,180.00 for 2014-2015. The increase is due to one-on-one Paraeducator Services at an hourly rate of \$21.00, for 1800 minutes per week, as per IEP dated May 28, 2015, and through July 9, 2015; includes Extended School Year.

Student: AH112906

FISCAL IMPACT:

\$3,780.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #14-46 with Casa Pacifica School, NPS, in the amount not to exceed \$3,780.00.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Casa Pacifica School (1 Page)
Agreement #14-46, Casa Pacifica School (4 Pages)



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-46

THIS AGREEMENT, made and entered into this 20th day of August 2014, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: AH112906

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2014-2015** school year at a daily rate of \$149 for 200 days; this includes 20 days of extended school year through July 7, 2015; and a \$33 daily rate for round trip transportation; services not to exceed **\$36,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #14-46

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$36,400.00** for **Student: AH112906.**
10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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AGREEMENT #14-46

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

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

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

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



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-46

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Darlene Garcia, Principal
Casa Pacifica School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 #15-49 – California Department of Education – Child Development Division Contract #CSPP-5617 (Freeman/Thomas)

The agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-5617. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar.

Term of the agreement: July 1, 2015 through June 30, 2016

**Agreement needs to be ratified because District did not receive the agreement document from CDE until after the June 24, 2015 Board meeting.*

FISCAL IMPACT:

\$1,185,667.00 funding to the Oxnard School District to operate State Preschool Program.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #15-49 with California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Agreement #15-49, California Department of Education-Child Development Division (1 Page)
CCC-307 Contractor Certification Clauses (4 Pages)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 15 - 16

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5617

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,185,667.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 32,844.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2015.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		Lisa A Franz, Director of Purchasing			
TITLE Contracts, Purchasing and Conference Services		PRINTED NAME AND TITLE OF PERSON SIGNING 1051 South A Street, Oxnard, CA 93030			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,185,667		PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0		(OPTIONAL USE) 0656 23038-7253		Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,185,667		ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
		OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T B A NO		B R NO	
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Oxnard School District		<i>Federal ID Number</i> 95-6002318
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Lisa A. Franz, Director of Purchasing		
<i>Date Executed</i> August 5, 2015	<i>Executed in the County of</i> Ventura	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification. or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations.

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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/MOU #15-70 – Ventura County Arts Council (Freeman/Duran)

On May 6, 2015 the Board of Trustees approved Agreement #14-216 with Ventura County Arts Council (VCAC) to provide four (4) K-5 classrooms with art instruction for 1 hour per week, for a total of 4 weeks, in the amount of \$300.00 per classroom, for a total contract amount of \$1,200.00.

At the end of the sessions it was discovered that a total of six (6) K-5 classrooms had received services. Agreement #15-70 is needed to cover the cost of the two additional classrooms at \$300.00 each for a total of \$600.00. These services were provided prior to the June 30, 2015 fiscal year end.

FISCAL IMPACT:

Not to exceed \$600.00 – Donation

RECOMMENDATION:

It is the recommendation of the Principal, McAuliffe, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #15-70 with Ventura County Arts Council.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-70, Ventura County Arts Council (1 Page)



Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436

(805) 658-2213 (805) 658-2281

info@venturacountyartscouncil.org www.venturacountyartscouncil.org

MEMORANDUM OF UNDERSTANDING BETWEEN
VENTURA COUNTY ARTS COUNCIL
AND
OXNARD SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by the VENTURA COUNTY ARTS COUNCIL (VCAC) and OXNARD SCHOOL DISTRICT (OSD) to facilitate the Artists in the Classrooms Program in Oxnard elementary and middle schools. The MOU sets forth the respective roles and responsibilities each bring to the program.

VCAC will:

- 1. Be the fiscal receiver of fees from the OSD for Artist in the Classroom residencies for 4 week sessions in 2 classrooms at \$300 each, not to exceed \$600 (2 x \$300 = \$600).
2. Disperse fees received by VCAC from OSD designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a VCAC Invoice signed off by the OSD classroom teacher who requested the residency.
3. Name OSD additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2015

OSD will:

- 1. Be solely responsible for making all arrangements with the Independent Contracted Artist/Instructors, including but not limited to, specified times and dates for the residency, provide a location for the residency, and approve the subject matter for the residency.
2. OSD Classroom teachers will be solely responsible for completing an invoice for each residency that is then submitted to VCAC to be paid from the fees received by VCAC from OSD
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating artist/instructors naming OSD as additional insured.
4. Name VCAC additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2015

This MOU is for Artists in the Classroom Residencies from May 7, 2015 to June 30, 2015, and may be extended by mutual agreement of both parties to the MOU.

We hereby agree to this MOU and certify that agreements made herein will be honored.

Representative of Oxnard School District

Date

Margaret Travers, Executive Director, VCAC

Date

Board Agenda Item

NAME OF CONTRIBUTOR: Robin Freeman

DATE OF MEETING: 8/5/15

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 #15-73 – Blackboard (Freeman/Mitchell)

Blackboard Community ENGAGEMENT, is an expansion of the Blackboard Connect System used in OSD for mass notifications to families via phone, text or e-mail. This suite of services will assist Oxnard School District staff in engaging all stakeholders more efficiently through the mobile platforms, in addition to making the central office and school site webpages more accessible. Automatic notifications can be sent through mobile devices to inform families of school/district events or to solicit input through the use of electronic surveys.

Term of Agreement: July 1, 2015 through June 30, 2016

FISCAL IMPACT:

\$29,178.62 – Title I

RECOMMENDATION:

It is recommended by the Chief Information Officer, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-73 with Blackboard.

ADDITIONAL MATERIALS:

Attached: Agreement #15-73, Blackboard (4 Pages)

-- RENEWAL NOTICE --**Edline Services****Blackboard®**

650 Massachusetts Avenue, NW
 Washington, DC 20001-3796 USA
 T. +1.800.424.9299
 F. +1.312.236.7251
 Operations@blackboard.com
 Federal ID # 52-2081178

Order Form #: 817859
Customer: OXNARD ELEMENTARY
Customer #: 316689
Notice Date: 7/23/2015
Please respond by 9/1/2015.

Billing Address:

OXNARD ELEMENTARY
 ATTENTION ACCOUNTS PAYABLE
 1051 SOUTH A ST.
 OXNARD, CA 93030-7442
 USA

Primary Contact:

OXNARD ELEMENTARY
 VALERIE MITCHELL
 1051 SOUTH A ST.
 OXNARD, CA 93030-7442
 USA

Thank you for using **Edline!** We look forward to continuing to serve your technology needs. Please respond to this renewal to avoid any service disruptions. Should you have any questions, please feel free to contact your Renewal Operations Specialist at +1.615.523.5426.

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and OXNARD ELEMENTARY ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboardmaster.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

A. Product and Pricing Summary

<u>Quantity</u>	<u>Unit</u>	<u>Product/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price</u>
21	Site(s)	Edline Web Hosting	7/1/15	6/30/16	\$21,845.88
21	Site(s)	Forms & Surveys (Dist/School)*	7/1/15	6/30/16	\$1,050.84
15,971	Recipient(s)	K-12 Central per recipient	7/1/15	6/30/16	\$4,120.52
1	Standard	Sales Tax (Applicable States)			\$2,161.38
Renewal Amount:					\$29,178.62

The cost of renewing is \$29,178.62. To renew, please respond by September 1, 2015.

B. Term

- Initial Term: Unless otherwise specified in the Product and Pricing Summary above, the Initial Term shall be twelve months following the Start Date.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: Upon execution of this Order Form.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax: If applicable, a copy of your **Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.**

D. Special Provisions

All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/edline-engage-order-form-services-schedule.aspx> shall be incorporated herein.

All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/connectschedule.aspx> shall be incorporated herein and shall be applicable to the purchase of all Blackboard Connect products and services. Recipients are defined as parents of enrolled students, administrators, faculty, staff, and board members."

The terms and conditions set forth at <http://agreements.blackboard.com/bbinc/licenseschedule.aspx> shall be incorporated herein.

*This Limited Forms and Surveys license ("FAS") is limited solely to the creation of forms and surveys at the applicable district and school building websites only. This FAS license expressly excludes the ability to create forms and surveys in other areas of the hosted Edline site, including, without limitation, on class pages, club pages, and team pages. If customer uses this FAS license for any purpose beyond the rights granted herein, Blackboard shall have the right to charge customer for such use at Blackboard's otherwise applicable retail rate for such use.

Sites to receive service are listed in Exhibit A of this Order Form.

BLACKBOARD PROPRIETARY AND CONFIDENTIAL

-- RENEWAL NOTICE --
Blackboard Services

Blackboard®

650 Massachusetts Avenue, NW
Washington, DC 20001-3796 USA
T. +1.800.424.9299
F. +1.312.236.7251
Operations@blackboard.com
Federal ID # 52-2081178

Order Form #: 817859
Customer: OXNARD ELEMENTARY
Customer #: 316689
Notice Date: 7/23/2015
Please respond by 9/1/2015.

Customer: OXNARD ELEMENTARY

Signature:
Name (printed): Lisa A. Franz
Title (printed): Director, Purchasing
Date:

Blackboard Inc.

Signature:
Name (printed):
Title (printed):
Date:

For more information, please contact your Renewal Operations Specialist at +1.615.523.5426.

-- RENEWAL NOTICE --
Blackboard Services



650 Massachusetts Avenue, NW
Washington, DC 20001-3796 USA
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Operations@blackboard.com
Federal ID # 52-2081178

Order Form #: 817859
Customer: OXNARD ELEMENTARY
Customer #: 316689
Notice Date: 7/23/2015
Please respond by 9/1/2015.

Exhibit A: Proposed Sites/Schools to Receive Service

<u>Product/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Price</u>
Edline Web Hosting	For CESAR E. CHAVEZ ELEMENTARY (647 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For CESAR E. CHAVEZ ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For CHRISTA MCAULIFFE ELEMENTARY (918 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For CHRISTA MCAULIFFE ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For CURREN ELEMENTARY (804 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For CURREN ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For DRIFFILL ELEMENTARY (1,001 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For DRIFFILL ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For ELM STREET ELEMENTARY (782 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For ELM STREET ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For EMILIE RITCHEN ELEMENTARY (928 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For EMILIE RITCHEN ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For FREMONT INTERMEDIATE (1,329 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For FREMONT INTERMEDIATE	7/1/15	6/30/16	50.04
Edline Web Hosting	For HARRINGTON ELEMENTARY (680 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For HARRINGTON ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For KAMALA ELEMENTARY (888 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For KAMALA ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For LEMONWOOD ELEMENTARY (878 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For LEMONWOOD ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For MARINA WEST ELEMENTARY (966 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For MARINA WEST ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For MCKINNA ELEMENTARY (807 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For MCKINNA ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For NORMAN R. BREKKE ELEMENTARY SCHOOL (818 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For NORMAN R. BREKKE ELEMENTARY SCHOOL	7/1/15	6/30/16	50.04
K-12 Central (Mobile) Annual Fee	For OXNARD ELEMENTARY	7/1/15	6/30/16	4,120.52
Sales Tax	For OXNARD ELEMENTARY			2,161.38
Edline Web Hosting	For RAMONA ELEMENTARY (668 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For RAMONA ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For RICHARD B. HAYDOCK INTERMEDIATE SCHOOL (991 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For RICHARD B. HAYDOCK INTERMEDIATE SCHOOL	7/1/15	6/30/16	50.04
Edline Web Hosting	For ROBERT J. FRANK INTERMEDIATE (1,327 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For ROBERT J. FRANK INTERMEDIATE	7/1/15	6/30/16	50.04

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F. +1.312.236.7251
Operations@blackboard.com
Federal ID # 52-2081178

Order Form #: 817859
Customer: OXNARD ELEMENTARY
Customer #: 316689
Notice Date: 7/23/2015
Please respond by 9/1/2015.

Edline Web Hosting	For ROSE AVENUE ELEMENTARY (1,127 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For ROSE AVENUE ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For SAN MIGUEL ELEMENTARY (13 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For SAN MIGUEL ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For SIERRA LINDA ELEMENTARY (716 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For SIERRA LINDA ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For SORIA ELEMENTARY	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For SORIA ELEMENTARY	7/1/15	6/30/16	50.04
Edline Web Hosting	For THURGOOD MARSHALL ELEMENTARY (552 students)	7/1/15	6/30/16	1,040.28
Forms & Surveys (Limited License)	For THURGOOD MARSHALL ELEMENTARY	7/1/15	6/30/16	50.04

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: August 5, 2015

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 _____

Ratification of the District's Submission of the 2015-16 Consolidated Application for Funding (Cline/Penanhoat)

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to school districts throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Furthermore, data submission also occurs during January/February of each school year. The January/February submission of data is a monitoring mechanism for the State and District to ensure that accuracy in the data.

The District agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM). The District accepts the legal assurances for all programs as the basic legal condition for the operation of selected projects and programs and copies of assurances are on site.

The District submitted the Consolidated Application prior to the deadline of June 30, 2015. Due to the process and timeline of completing the Consolidated Application, it is necessary to submit the required information prior to having access to the completed report, hence the request for the ratification.

FISCAL IMPACT

Submission of application makes the district eligible for federal and state categorical funds for the 2015-16 fiscal year.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2015-2016 Consolidated Application for Funding.

ADDITIONAL MATERIAL

Attached: Consolidated Application for Funding for the 2015-16 Fiscal Year (10 pages)

2015-16 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca15asstoc.asp>

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.oxnardsd.org/Portals/0/Educational%20Services/Oxnard%20LEA%20Plan%20FINAL.pdf

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Lisa Cline
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent, Business Services
Authorized Representative Signature Date	06/10/2015

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Dr. Cesar Morales
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/24/2015
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/05/2015
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Claudia Mercado
DELAC review date	06/11/2015
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.oxnardsd.org/Departments/EducationalServices/EnglishLearnerServices.aspx
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes
---	-----

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2015-16 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies or challenges. District is Title I School Wide and will be reporting as a Single Cost Objective on a Semi-Annual basis

*****Warning*****

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2015-16 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Title II Leadership Office, awilson@cde.ca.gov, 916-445-5669
 Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Our Lady of Guadalupe Elementary	6965768	246	Y	Y	Y	N	

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2015-16 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
St. John's Lutheran	6965792	148	Y	Y	N	N	
Santa Clara Elementary	6965859	210	Y	Y	Y	N	
St. Anthony's Elementary	6984413	192	Y	Y	Y	N	
Assistance League	6997837	15	N	N	N	N	Declined to participate
New Harvest Christian School	7093677	88	N	N	N	N	Did not respond to letter

*****Warning*****

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2015-16 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Rina DeRose, Title I Policy & Program Guidance, RDeRose@cde.ca.gov, 916-323-0472
 Mindi Yates, Title I Policy & Program Guidance, myates@cde.ca.gov, 916-319-0789

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Assistance League	6997837	15	N	Y		N	N	N
New Harvest Christian School	7093677	88	N	N		N	N	N
Our Lady of Guadalupe Elementary	6965768	246	Y	Y	28	Y	N	N
Santa Clara Elementary	6965859	210	Y	Y	31	Y	N	N
St. Anthony's Elementary	6984413	192	Y	Y	29	Y	N	N
St. John's Lutheran	6965792	148	N	Y		N	N	N

*****Warning*****

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2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In

Low income measure FRPM
 Group Schools by Grade Span Yes
 District-wide Low Income % 82.47%
 Grade Span 1 Low Income % 83.28%
 Grade Span 2 Low Income % 79.19%
 Grade Span 3 Low Income % 0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Ramona Elementary	6055362	1	571	564	98.77	Y	Y	1	Y		
Rose Avenue Elementary	6055370	1	734	698	95.10	Y	Y	2	Y		
Cesar E. Chavez Elementary	6055321	1	882	837	94.90	Y	Y	3	Y		

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2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Elm Street Elementary	6055289	1	749	684	91.32	Y	Y	4	Y		
Driffill Elementary	6055271	1	1224	1117	91.26	Y	Y	5	Y		
McKinna Elementary	6055354	1	710	641	90.28	Y	Y	6	Y		
Harrington Elementary	6055297	1	529	464	87.71	Y	Y	7	Y		
Kamala Elementary	6055339	1	1184	1006	84.97	Y	Y	8	Y		
Sierra Linda Elementary	6055388	1	677	575	84.93	Y	Y	9	Y		
Lemonwood Elementary	6100333	1	918	776	84.53	Y	Y	10	Y		
Marina West Elementary	6055347	1	611	507	82.98	Y	Y	11	Y		
Curren Elementary	6055263	1	1067	885	82.94	Y	Y	12	Y		
Emilie Ritche Elementary	6110738	1	671	512	76.30	Y	Y	13	Y		
Norman R. Brekke Elementary	6114029	1	638	447	70.06	N	N	14	Y	a	
Thurgood Marshall Elementary	0100362	1	555	381	68.65	N	N	15	Y	a	
Christa McAuliffe Elementary	6107551	1	755	493	65.30	N	N	16	Y	a	
Juan Lagunas Soria Elementary	0119412	1	1067	691	64.76	N	N	17	Y	a	
Richard B. Haydock, Middle	6055305	2	855	762	89.12	Y	Y	1	Y		
Robert J. Frank, Middle	6111850	2	1358	1118	82.33	Y	Y	2	Y		
Fremont, Middle	6055313	2	1155	787	68.14	N	N	3	Y	a	

*****Warning*****

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/5/15

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 Resolution #15-08 – California Department of Education – Child Development Division Contract #CSPP-5617 (Freeman/Thomas)

Resolution to certify the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-5617 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2015-16.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #15-08 with the California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Resolution #15-08, California Department of Education-Child Development Division (1 Page)

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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

INTERFUND TRANSFERS (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the following interfund transfers from General Fund, as listed below:

Fund #710	CSEA Retiree Benefits Fund	\$ 443,457.00
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OXNARD SCHOOL DISTRICT

ACTION ITEM

INTERFUND TRANSFER (Cline/Penanhoat)

It is recommended that the Board approve the following
interfund transfers from General Fund, as listed below:

MOVED:
SECONDED:
VOTE:

Fund #710	CSEA Retiree Benefits Fund	\$ 443,457.00
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Dr. Cesar Morales
Superintendent and Secretary to
the Board of Trustees

Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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

INTERFUND TRANSFERS (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the following interfund transfers from General Fund, as listed below:

Fund #710	Retiree Benefits	\$ 3,705,000.00
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This action was approved by the members of the Oxnard School District Employee Health & Welfare Benefits Trust at their meeting of June 3, 2015.

OXNARD SCHOOL DISTRICT

ACTION ITEM

INTERFUND TRANSFER (Cline/Penanhoat)

It is recommended that the Board approve the following
interfund transfers from General Fund, as listed below:

MOVED:
SECONDED:
VOTE:

Fund #710 Retiree Benefits

\$ 3,705,000.00

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

Date

BOARD AGENDA ITEM

Name of Contributor(s): Morales/Cline/CFW

Date of Meeting: 8/5/15

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 _____

Ratification of Work Authorization Letter #003 to Master Agreement #13-130 with Nolte Vertical 5 to perform DSA Inspector of Record (IOR) services for the Ritche Special Day Classroom Project (DSA No.03-115304). (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved Master Agreement #13-130 with Nolte Vertical 5 to perform Inspector of Record services related to the construction of new school projects and modernizations. The District established a fair, impartial rotation for the assignment of work to each of the companies that were prequalified to perform professional construction services of this nature.

The District is in the process of completing improvements to Classroom No. 4 at Ritche Elementary School, to provide a Special Day Classroom for Students with special needs in time for the return of students on August 19, 2015. The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #003 to Nolte Vertical 5 to perform the required Inspector of Record services.

The Work Authorization Letter is related to and consists of:

Master Agreement **#13-130**
WAL **#003**
Consultant: **Nolte Vertical 5**
Date Issued: **11/13/13**
Amount of this WAL: \$11,050.00

The WAL is attached describing the scope of services requested from Nolte Vertical 5. Nolte Vertical 5's proposal for the services is also attached for the Board's reference. The WAL calls for the performance of Inspection of construction activities.

FISCAL IMPACT:

The Inspector of Record services will be completed for a lump sum fixed fee of:

Eleven Thousand Fifty Dollars and zero Cents [\$11,050.00] to be funded from Measure "R"

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratifies WAL #003 for Inspector of Record services for the Ritche Elementary School Special Day Classroom Project per Master Agreement #13-130 with Nolte Vertical 5.

ADDITIONAL MATERIAL(S):

- WAL #003, Nolte Vertical 5 (1 page)
- Attachment "A" (2 pages)
- Nolte Vertical 5 proposal, dated 6/18/2015 (1page)
- Master Agreement #13-130, Nolte Vertical 5 (25 pages)

GOALS:**GOAL FIVE:**

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 #: 6	DATE: 5-Jul-15
SITE NAME: Ritchen Special Day Classroom	DSA # 03-115304
MASTER AGREEMENT #: 13-130	OPSC #
WAL #: 3	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	Nolte Vertical 5
	Street:	1868 Palma Drive, Suite D
	City, State, Zip:	Ventura, CA 93003
	Phone:	(805) 656-6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

DSA Inspector of Record Services for improvements to Classroom No. 4 at Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, per attached Exhibit "F". The Consultant is to ensure that the Work performed in the field is in accordance with DSA approved construction documents. Please refer to Attachment "A" for the specific scope of work.

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 25-Jun-15 **COMPLETION DATE:** 14-Aug-15

FIXED FEE AMOUNT: Eleven Thousand Fifty Dollars and zero Cents (\$11,050.00)

This fee amount is based upon Consultant's proposal dated 29-Jun-15 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:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Greg Grant	PREPARED BY: G. Grant
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

Ritchen Elementary School –Special Day Classroom Project

NV5-DSA IOR

Attachment “A”

MA# 13-13- WAL # 003

Project DSA Number: 03-115304

Proposed Scope of services for Work Authorization Letter #003 of Master Agreement #13-130:

General Overview of the Scope of Work:

The Special Day Classroom Project includes improvements to the existing Classroom No. 4 at Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030. Improvements to be completed under this Work Authorization Letter No. 003 include modifications to complete a self-contained classroom to include a direct access restroom, the addition of an electric range and refrigerator, and a washing machine and clothes dryer. Improvements necessary to the electrical and plumbing systems and structural enhancements as required by the Division of the State Architect (DSA) will also be included in the Scope of Work. These improvements are anticipated to begin on Thursday June 25, 2015 and be completed on Friday August 14, 2015.

The DSA IOR for the Project shall provide adequate coverage for the required inspections of the work, beginning at Notice to Proceed, through Project close-out. Inspection requirements are detailed in the DSA approved documents and on the DSA 103 Forms. Work for this Project includes minor demolition, wood framing, epoxy anchors, shear wall improvements; mechanical, electrical and plumbing rough and finish, drywall, ceramic tile, sheet vinyl and painting.

Inspection Requests

The DSA IOR shall provide routine inspections within 24 hours of receipt of an inspection request form. Contractor will provide a minimum of 24 hour advance notice for routine inspection requests. The DSA IOR should plan to visit the Project site a minimum of one time each work day to perform required inspections.

The DSA IOR shall coordinate special inspections and off-site inspections within 48 hours of receipt of a Special Inspection Request Form. The Contractor shall provide a minimum of 48 hours advance notice of the request for a special inspection. Special inspections include (but are not limited to) epoxy dowels, minor concrete (batch and follow), minor CMU infill, minor structural steel, minor welding (shop and field), drilled anchor pull-out testing and shot pins (if required). The Contractor shall provide the IOR with a look-ahead schedule to identify anticipated inspection requirements for the following two-weeks.

Ritchen Elementary School –Special Day Classroom Project

NV5-DSA IOR

Attachment “A”

MA# 13-13- WAL # 003

Project DSA Number: 03-115304

Proposed Scope of services for Work Authorization Letter #003 of Master Agreement #13-130:

Timely Inspections

The DSA IOR shall coordinate adequately with the Program Manager, Architect of Record, special inspectors, testing lab, contractors, and other related parties to ensure that all inspection card sign-offs are obtained and approved to support the timely completion of the Project.

Communication

The DSA IOR shall maintain active communication with the project team, including at minimum, a cell phone with email capabilities, an active email address, fax machine and a 24/7 phone dispatch availability for urgent issues. The DSA IOR must respond to all project emails and phone messages within 24 hours of receipt.

The DSA IOR shall utilize the District’s project controls and document management online systems for review, approval, filing, and archiving of project documents including RFI’s, Submittals, Change Orders, Daily Reports, and other documents that require the IOR’S review and/or approval.

Reports

The DSA IOR shall provide a copy to the District of all reports requires by DSA including daily activity reports, observation reports and notifications.

Project Specific Scope of Work Summary:

The Measure “R” Facilities Implementation Program includes the improvements to an existing classroom at Ritchen Elementary School for the purpose of providing a Special Day Classroom for students who have special learning requirements. Improvements include a direct access restroom, the addition of an electric range and refrigeration and a clothes washer and dryer.

Construction budget is approximately \$125,000.00

Construction Notice to Proceed is anticipated to be issued on June 25, 2015

Construction Final Completion is scheduled for August 14, 2015



June 29, 2015

Proposal No: 2015.06.0136

Oxnard School District
c/o Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, CA 93035

DSA: 03-115304
File No.: 56-22

ATTENTION: Greg Grant

SUBJECT: **Proposal for Project Inspector for the Ritchen Elementary School Classroom Conversion CCD-#1**

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 1 (estimate 6.5 weeks @ 4 hrs. daily)	\$ 85.00 hr	130	\$ 11,050.00

Per the California Building Code the PI will report the status of construction for each project according to DSA Procedure 13-01.

- DSA 151 - Project Inspector Notifications
- DSA 152 - Project Inspection Card
- DSA 154 - Notice of Deviations/Resolution of Deviations
- DSA 155 - Project Inspector Semi-Monthly Report
- DSA 6-PI - Verified Report - Project Inspector
- Project Inspector Job File

TOTAL: \$ 11,050.00

Notes:

- 1 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

Reviewed By,


Carol Harrison
Marketing Manager


Scott Moors, CEG 1901
President

NOLTE - Vertical Five
1868 Palma Drive, Suite D, Ventura, CA 93003
Phone: (805) 656-6074 Fax (805) 650-6264

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Offices Nationwide

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

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 **NOLTE - Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. 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.

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**.

5. **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.
6. **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.
7. **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.

8. 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.

9. 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.

19. **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").

20. **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.

21. **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)

22. **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)

23. **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.
24. **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.
25. **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
26. **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.
27. **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.

28. **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.

29. **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.

30. **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)

31. **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.

32. **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: NOLTE – Vertical Five (NV5)
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.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.

33. **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.
34. **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.
35. **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.
36. **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.

37. **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.

38. **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).

39. **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:

NOLTE-VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

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

Scott Moors / Vice President
Typed Name/Title

11-20-13
Date

10-30-13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 94-2706173

- Not Project Related
 Project #13-130


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

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 with 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 #13-130

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____	(DATE)	(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 #13-130

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

COMPENSATION & RATE/FEE SCHEDULE

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

PROJECT DSA INSPECTIONS FEE SCHEDULE

NOLTE – Vertical Five is pleased to present Fee Schedule for Project Inspection Services for the Oxnard School District.

<u>Classification</u>	<u>Hourly Rate</u>
1. DSA Class 1 Project Inspector	\$ 85
2. DSA Class 2 Project Inspector	\$ 80
3. DSA Class 3 Project Inspector	\$ 75

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.

Not Project Related

Project #13-130

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, 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.

- Not Project Related
- Project #13-130

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

INSURANCE

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

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

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

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

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

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

Not Project Related

Project #13-130

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #13-130

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

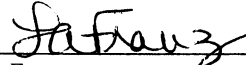
CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-130

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

- Not Project Related
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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: Scott Moore

Title: Vice President

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: Nolte - Vertical Five

Signature: 

By: Scott Moore

Its: _____

- Not Project Related
 Project #13-130

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

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

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

1. Certifications:

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors' Certificate issued by the Division of the State Architect.

2. Pre-Construction services required:

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

3. Construction Phase Services Required:

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

4. Post-Construction Services Required:

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

- Not Project Related
 Project #13-130

5. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

6. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

- Not Project Related
 Project #13-130

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site
PROJECT #: Project #
PROJECT TYPE: New Const./Modernization
DATE: Date of Invoice
INVOICE #: Invoice #
PERIOD COVERED: Billing Period of Invoice
PO #: Purchase Order #

SUBCONTRACTOR: VENDOR NAME
PREPARED BY: _____
EMAIL: _____
PHONE #: _____
FAX #: _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

Not Project Related

Project #13-130

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-imburseables, 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-imburseables 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.

Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

Oxnard School District
ATTN: Lisa Franz
1051 South 'A' Street
Oxnard, CA, 93030

Oct 29, 2013

Re: NV5, Inc.; BTC Labs - Vertical V, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243841.

Sincerely,

Cavignac & Associates Certificate Department
certificates@cavignac.com
619-234-1239 (fax)

cc: Danielle Wooten (danielle.wooten@nv5.com)

Certificate of Insurance for NV5, Inc.; BTC Labs - Vertical V, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

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

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

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

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

BOARD AGENDA ITEM

Name of Contributor(s): Morales/Cline/CFW

Date of Meeting: 8/5/15

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 _____

Ratification of Work Authorization Letter #003 to Master Agreement #13-154 with BTC Labs, (Now known as Nolte Vertical 5, and to be referred to as Nolte Vertical 5 for future reference) to provide DSA required Special Inspections and Testing services for the Ritchen Special Day Classroom Project (DSA No.03-115304) (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved Master Agreement # 13-154 with Nolte Vertical 5 to perform Inspector of Record services related to the construction of new school projects and modernizations. The District established a fair, impartial rotation for the assignment of work to each of the companies that were prequalified to perform professional construction services of this nature.

The District is in the process of completing improvements to Classroom No. 4 at Ritchen Elementary School, to provide a Special Day Classroom for Students with special needs in time for the return of students on August 19, 2015. The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #003 to Nolte Vertical 5 to perform the DSA required Special Inspections and Testing services.

The Work Authorization Letter is related to and consists of:

Master Agreement **#13-154**
WAL **#003**
Consultant: **Nolte Vertical 5**
Date Issued: **11/13/13**
Amount: \$1,800.50

The WAL is attached describing the scope of services requested from Nolte Vertical 5. Nolte Vertical 5's proposal for the services is also attached for the Board's reference. The WAL calls for the performance of DSA required Special Inspections and materials Testing.

FISCAL IMPACT:

The Inspector of Record services will be completed for a lump sum fixed fee of:

One Thousand Eight Hundred Dollars and Fifty Cents [\$1,800.50] to be funded from Measure "R"

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratifies WAL #003 for Inspector of Record services for the Ritchen Elementary School Special Day Classroom Project per Master Agreement #13-154 with Nolte Vertical 5.

ADDITIONAL MATERIAL(S):

- WAL #003, Nolte Vertical 5 (2 pages)
- Nolte Vertical 5 proposal, dated 6/29/2015 (1page)
- Master Agreement #13-154, Nolte Vertical 5 (31 pages)

GOALS:**GOAL FIVE:**

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 #: 6	DATE: 5-Jul-15
SITE NAME: Ritchen Special Day Classroom	DSA # 03-115304
MASTER AGREEMENT #: 13-154	OPSC #
WAL #: 3	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	Nolte Vertical 5
	Street:	1868 Palma Drive, Suite D
	City, State, Zip:	Ventura, CA 93003
	Phone:	(805) 656-6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Special Inspection and material Testing services for improvements to Classroom No. 4 at Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, per attached Exhibit "F". The Consultant is to ensure that the Work performed in the field is in accordance with DSA approved construction documents. Please refer to Attachment "A" for the specific scope of work.

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 25-Jun-15 **COMPLETION DATE:** 14-Aug-15

FIXED FEE AMOUNT: One Thousand Eight Hundred Dollars and Fifty Cents (\$1,800.50)

This fee amount is based upon Consultant's proposal dated 29-Jun-15 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:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Greg Grant PREPARED BY: G. Grant

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: MEASURE "R" DEF. MAINT. DEV. FEES OTHER _____

COST ID:

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:



June 29, 2015

Proposal No: 2015.06.0137

Oxnard School District
c/o Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, CA 93035

DSA: 03-115304
File No.: 56-22

ATTENTION: Greg Grant

SUBJECT: **Proposal for Materials Testing and Special Inspection Services for the Ritcheh Elementary Classroom Conversion CCD-#1**

NV5 West 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
Concrete mix design review (if required)	\$ 230.00 ea	1	\$ 230.00
Concrete Batch Plant Inspection (follow truck to site to cast cylinders)	\$ 86.00 hr	2	\$ 172.00
Concrete Technician	\$ 86.00 hr	2	\$ 172.00
Concrete compression tests (5 cyls. per set/ \$20. per cyl.)	\$ 20.00 ea	5	\$ 100.00
Concrete cylinder pickup (5 cyls. per set / \$7.50 per cyl.)	\$ 7.50 ea	5	\$ 37.50
Mechanical & Expansion Anchors (torque & pull test)	\$ 88.00 hr	4	\$ 352.00
Reinforcing Steel Bend tests rebar (#3 & 4)	\$ 45.00 ea	2	\$ 90.00
Reinforcing Steel Tensile tests rebar (#3 & 4)	\$ 45.00 ea	2	\$ 90.00
Reinforcing Steel sampling (2 hr. min.)	\$ 86.00 hr	2	\$ 172.00
Engineering (DSA-291)	\$ 385.00 ea	1	\$ 385.00
	TOTAL:		\$ 1,800.50

Assumption:


1 Concrete is estimated to be one load of concrete or less and Batch Plant Inspector will follow to site to cast cylinders.

Notes:


1 California Prevailing Wages apply.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Reviewed By,


Scott Moors, CEG 1901
President

NV5 WEST, Inc.
1868 Palma Drive, Suite A, Ventura, CA 93003
Phone: (805) 656-6074 Fax (805) 650-6264

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www.NV5.com
Offices Nationwide

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

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 **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. 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.

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**.

5. **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.
6. **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.
7. **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.

8. 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.

9. 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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”).


20. **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.

21. **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)

22. **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)

23. **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.
24. **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.
25. **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
26. **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.
27. **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.


28. **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.

29. **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.

30. **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)

31. **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.

32. **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: BTC Labs – Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.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.

33. **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.
34. **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.
35. **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.
36. **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.

- 37. **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.
- 38. **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).
- 39. **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:

BTC LABS - VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

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

SCOTT MOORS / President
Typed Name/Title

11-20-13
Date

10-30-2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620

- Not Project Related
 Project #13-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

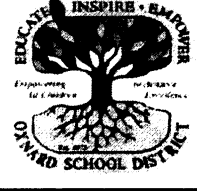
WORK AUTHORIZATION PROCEDURES

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 #13-154

	<u>WORK AUTHORIZATION LETTER (WAL)</u>	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (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 #13-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

COMPENSATION & RATE/FEE SCHEDULE

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

MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector <i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>	\$86	\$78
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

C. DSA / OSPIID Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage	Prevailing Wage	Standard
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price	\$55/hr	
Field Equipment & Supply Delivery (1 hr min)	\$55/hr	
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$75 /hr	
Mileage – Field Vehicle (\$30/day minimum charge)	\$0.60/mi	
Mileage – Coring Truck	\$0.70/mi	

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/day
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./demob.)

1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr.
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$2/inch
4. Coring truck mileage (portal to portal)		\$0.70/mi
5. Traffic Control		Per Quote

Not Project Related

Project #13-154

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225

D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement Treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand - ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test - ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity - ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test - ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz. (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

Not Project Related

Project #13-154

C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		
1. Fracture bend (fillet)	<i>to 3/8"</i>	<i>over 3/8"</i>
2. Macroetch	\$55 ea.	\$45
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

Includes evaluation of test specimens and preparation of Stamped

Welder/Procedure Qualification Records per applicable code

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Functional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

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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, 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.

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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 #13-154

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 #13-154

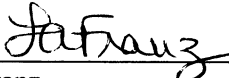
CONFLICT OF INTEREST CHECK

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 #13-154**

**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: Scott Moors

Title: President

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: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: _____

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

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6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18 | ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
 - ii. High Strength Bolting

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- iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

SUBCONTRACTOR: VENDOR NAME
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

Faint, illegible text, possibly a stamp or header information.

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
 Project #13-154

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-imburseables, 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.

Cavignac & Associates

INSURANCE BROKERS
License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

Oxnard School District
ATTN: Lisa Franz
1051 South A Street
Oxnard, CA, 93030

Oct 30, 2013

Re: NV5/Nolte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

Cavignac & Associates Certificate Department
certificates@cavignac.com
619-234-1239 (fax)

cc: Danielle Wooten (Danielle.Wooten@nv5.com)

Certificate of Insurance for NV5/Nolte Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2013

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).

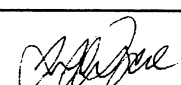
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER		25674
INSURER B: TRAVELERS IND CO OF CT		25682
INSURER C: HUDSON INS CO		25054
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 243844 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavnagac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE Jeffrey W. Cavnagac 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

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

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

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

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

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/05/2015

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 _____

Purchase Order/Draft Payment Report #14-10(Cline/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 6/10/2015 through 7/14/2015 for the 2014-2015 school year, in the amount of \$501,860.55.
2. A listing of Purchase orders issued 6/10/2015 through 7/14/2015 for the 2015-2016 school year, in the amount of \$9,182,511.01.
3. A listing of Draft Payments issued 6/10/2015 through 7/14/2015 for Draft Payment #D7468, for the 2014-2015 school year, in the amount of \$70.20.
4. There are no Draft Payments issued from 6/10/15 through 7/14/2015 for the 2015-2016 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #14-10 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #14-10 (13 Pages)

Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02213	Costco Wholesale	MARSHALL	Materials & Supplies/ INSTRUCTIONAL	948.88
P15-03212	California Quality Plastics	FACILITIES	MATL/SUP	540.00
P15-03566	Ventura Co Office Of Education	SORIA	MATL/SUP (Instructional)	300.00
P15-03716	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	70.20
P15-03922	Ventura Co Office Of Education	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	293.76
P15-04367	Digital Marketing Corp Digital Buyer	MCAULIFFE	MAT'L/SUPL-Instructional	300.40
P15-04416	C and M Subway	ELM	Material/Supplies-Instructional	129.60
P15-04450	Amazon Com	ENGLISH LEARNE	materials	29.15
P15-04451	Riverside Publishing Co	FRANK	MATL/SUP - INSTRUCTIONAL	77.06
P15-04652	SHI INTERNATIONAL CORP	IT	SERV	245.00
P15-04655	Document Tracking Services Llc	ED SERVICES	T1/SVC	291.19
P15-04656	Renaissance Learning Inc	SIERRA LINDA	SERV-instruction	278.64
P15-04658	California Science Center	ASES	SERV	500.00
P15-04660	Oriental Trading Co Inc	ED SERVICES	Instr Matl	60.01
P15-04661	MARIA'S HOLDINGS CORP MARIA'S ITALIAN KITCHEN	SUPERINTENDEN	SERV	522.47
P15-04665	Sabor	HARRINGTON	Instr Matl	161.63
P15-04667	Lakeshore Learning Materials-V	RITCHEN	MATLS/ SUPL	491.45
P15-04669	Aswell Trophy And Engraving	MARSHALL	MATLS/ SUPL	187.49
P15-04671	KUMA SAN INC MARSHALL'S BODACI OUS BBQ	HARRINGTON	materials & supplies for SIP Day Lunch	351.64
P15-04672	Dell Direct Sales Lp	SIERRA LINDA	Materials / supplies - Instructional	504.99
P15-04673	California Lutheran University	HARRINGTON	Travel & Conference - 5200	75.00
P15-04674	Lowe's	IT	MATL/SUP	540.00
P15-04675	Office Depot Bus Ser Div	KAMALA	MATLS/SUPL	149.27
P15-04676	Alta Dena	HARRINGTON	Instr Matl	18.48
P15-04677	American Pizza	HARRINGTON	Instr Matl	30.00
P15-04678	Avid Center	SORIA	Conf	445.00
P15-04680	Sams Club 6455	ASES	MATLS/ SUPL	647.48
P15-04681	Walmart	ASES	MATLS	656.31
P15-04682	Scholastic Classroom Magazines	FREMONT	MATLS/SUPL	108.90
P15-04687	Lakeshore Learning Materials-V	MCKINNA	MATL/SUP (CAMILON)	297.12
P15-04688	Smart And Final Iris Co	MCKINNA	MATL/SUP	135.90
P15-04689	RP Barricade Inc	ED SERVICES	RENTAL	105.00
P15-04690	Thomson Reuters - West Payment Center	HR	MATLS/SUPL	63.73
P15-04693	Lowe's	CNS	Instr Matl	54.00
P15-04694	Ventura Co Office Of Education	HARRINGTON	conf	75.00
P15-04696	Pleasant Valley School Dist	BUDGET	TUITION/Excess Cost	227.00
P15-04698	Department Of Industrial Relat Payment Processing Center	FACILITIES	MAINT	900.00
P15-04700	Ventura Co Office Of Education	ED SERVICES	CONF	625.00
P15-04701	Walmart	Special Ed	Instr Matl	148.65
P15-04702	Ventura Co Office Of Education	Special Ed	MATL/SUP	294.00
P15-04707	Laser Toner & Computer Supply,	SUPERINTENDEN	Repair	621.99
P15-04711	Soap Man	TRANSPORTATIO	MATLS/SUPL	185.29
P15-04712	SHRED-IT USA LLC	DRIFFILL	SERV	85.00
P15-04715	Sheraton Carlsbad Resort & Spa	ED SERVICES	CONF/PLAZA	292.85

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 6

Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04718	Aswell Trophy And Engraving	HR	Instr Matl	160.87
P15-04719	Editorial Projects in Ed, Inc Education Week	HR	SERV/Job Posting	395.00
P15-04721	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	972.00
P15-04722	VENTURA COUNTY ARTS COUNCIL	MCAULIFFE	SERV/DONATION	600.00
P16-00191	ACSA	ED SERVICES	CONF	995.00
P16-00192	Ventura Co Office Of Education	SORIA	CONF (Instructional)	380.00
P16-00193	Ventura Co Office Of Education	HARRINGTON	Travel & Conference - 5200	150.00
P16-00197	Sde Inc	ASSESS ACCOUN	CONF	579.00
P16-00199	Skillpath Seminars Inc	HR	TRAVEL/CONF	299.00
P16-00200	Ventura Co Office Of Education	HARRINGTON	CONFERENCE/TRAVEL-INSTRUCTION	75.00
P16-00202	Red Schoolhouse Software	ED SERVICES	Conf	250.00
P16-00203	Sheraton San Diego Hotel & Mar	ED SERVICES	Hotel Reservation	547.73
P16-00204	Safe Schools Conference	ED SERVICES	CONF	299.00
P16-00206	Hilton Orange County/Costa Mes	ED SERVICES	CONF	430.00
P16-00210	Lakeshore Learning Materials-V	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	432.00
P16-00211	Lakeshore Learning Materials-V	HARRINGTON	materials & supplies - instruction	417.96
P16-00212	Lakeshore Learning Materials-V	Special Ed	MATL/SUP	340.62
P16-00219	CDW G	IT	MATL/SUP	562.01
P16-00221	Amazon Com	HARRINGTON	materials & supplies - instruction	113.89
P16-00222	Ventura Co Office Of Education	SORIA	CONF (Instructional)	595.00
P16-00223	Amazon Com	HARRINGTON	BKS-instruction	491.30
P16-00225	School Outfitters	HARRINGTON	materials & supplies - instruction	650.99
P16-00236	Digital Marketing Corp Digital Buyer	MCAULIFFE	MATL/SUP (1ST GRADE)	743.20
P16-00238	Blick Art Materials	FREMONT	MATL/SUP (MSAP/ZIMMERMANN)	158.12
P16-00239	Amazon Com	FREMONT	MATL/SUP (MSAP/ZIMMERMANN)	64.34
P16-00255	School Serv Of Calif Inc	BUSINESS	CONF	430.00
P16-00262	Southwest School & Office Sup	WAREHOUSE	stores	207.90
P16-00268	Xerox	WAREHOUSE	STORES SUPPLIES	810.00
P16-00270	School Nurse Supply Co	WAREHOUSE	STORES SUPPLIES	907.20
P16-00276	Henry Schein	WAREHOUSE	STORES SUPPLIES	475.20
P16-00278	Sams Club 6455	WAREHOUSE	STORES SUPPLIES	258.68
P16-00280	Uline	WAREHOUSE	STORES SUPPLIES	932.73
P16-00284	Therapro Inc	Special Ed	MATL/SUP	52.32
P16-00285	Super Duper Inc	Special Ed	MATL/SUP	656.02
P16-00290	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	34.88
P16-00291	Amazon Com	Special Ed	MATL/SUP	74.51
P16-00292	Natl Assoc School Nurs	Special Ed	DUES	215.00
P16-00294	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	200.00
P16-00296	Smart And Final Iris Co	BREKKE	MATL/SUP - Instructional	700.00
P16-00297	SHRED-IT USA LLC	BREKKE	SERV- instruction	150.00
P16-00298	Pacific Northwest Publishing	Special Ed	MATL/SUP	270.25
P16-00299	Natl Assoc School Nurs	Special Ed	Dues	215.00
P16-00300	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	MCAULIFFE	MAT'L/SUPL-Instructional	783.00
P16-00301	Amazon Com	MCAULIFFE	MAT'L/SUPL-Instructional	492.63

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 6

Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00302	Smart And Final Iris Co	ELM	Materials/Supplies - Instructional	500.00
P16-00303	Costco Wholesale	ELM	Material/Supplies - Instructional	500.00
P16-00304	Sams Club 6455	ELM	Material/Supplies - Instructional	500.00
P16-00307	Concepts School & Office Furn	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	491.86
P16-00309	CSU Channel Islands	HARRINGTON	TRAVEL & CONFERENCE/INSTRUCTIONAL	200.00
P16-00310	Concepts School & Office Furn	BREKKE	Equip- instruction	555.87
P16-00315	SHRED-IT USA LLC	SIERRA LINDA	serv - Office	350.00
P16-00320	SHRED-IT USA LLC	FREMONT	SERVICES-instruction	300.00
P16-00323	Zee Service Co	WAREHOUSE	Supplies	152.10
P16-00324	Battery Systems Inc	WAREHOUSE	Repairs	135.00
P16-00325	Staples Direct	IT	MATL/SUP	68.03
P16-00326	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	78.83
P16-00327	Office Depot Bus Ser Div	Special Ed	MATL/SUP	295.47
P16-00328	Grainger Inc	MCAULIFFE	MAT'L/SUP	372.90
P16-00329	Office Depot Bus Ser Div	Special Ed	MATL/SUP	303.91
P16-00330	Office Depot Bus Ser Div	Special Ed	MATL/SUP	215.99
P16-00331	Staples Direct	Special Ed	MATL/SUP	31.31
P16-00332	Staples Direct	MCAULIFFE	MAT'L/SUPL-Instructional	146.94
P16-00333	Office Depot Bus Ser Div	Special Ed	MATL/SUP	319.27
P16-00334	Office Depot Bus Ser Div	Special Ed	MTL/SUP	20.95
P16-00335	Staples Direct	MCAULIFFE	MAT'L/SUPL	53.95
P16-00337	SHRED-IT USA LLC	HAYDOCK	RENTAL- instruction	200.00
P16-00338	Blick Art Materials	WAREHOUSE	STORES	264.38
P16-00339	Calif State Board	PURCHASING	FUEL	50.00
P16-00340	Southern Calif Gas Co	TRANSPORTATIO	MATLS	150.00
P16-00341	Ups	PURCHASING	postage	250.00
P16-00342	Calif Assn Of Latino Supt & Ad	HR	PROF- Open PO for School Year 2015/2016	500.00
P16-00343	Staples Direct	ELM	Material/supplies - Instructional	523.53
P16-00345	Amazon Com	Special Ed	MATL/SUP	31.27
P16-00346	SASED Midwest PBIS Network	Special Ed	CONF	220.00
P16-00347	It's Elementary	KAMALA	Materials & Supplies-Instructional	321.84
P16-00386	Verizon California	PURCHASING	COMM/BEST PROG	550.00
P16-00392	Ertel Cabinets & Millwork	FACILITIES	SERV	715.00
P16-00394	Bmi Systems Group	PURCHASING	matls	453.60
P16-00395	PACIFIC RADIO EXCHANGE, INC PA CIFIC RADIO ELECTRONICS, INC	IT	MATL/SUP	460.42
P16-00396	CREATIVE NOTEBOOK SOL LLC	FREMONT	MATL/SUP (MSAP-ZIMMERMANN)	246.24
P16-00397	Arrowhead Drinking Water	WAREHOUSE	MATLS	100.00
P16-00399	Power Machinery Center	PURCHASING	MAINT	750.00
P16-00401	Office Depot Bus Ser Div	PURCHASING	MATLS	500.00
P16-00402	School Specialty Inc	FREMONT	MATLS-(MSAP/ZIMMERMANN)	145.83
P16-00403	Harbor Freight Tools	FREMONT	MATLS-(MSAP/ZIMMERMANN)	141.53
P16-00407	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	480.44
P16-00408	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	266.36
P16-00409	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	248.77

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00415	Concepts School And Office Fur	KAMALA	MAT/SUP (Q-BALLS FOR STUDENT CHAIRS)	351.00
P16-00417	SurveyMonkey, Inc	HR	SERV-Assist with Job Postings	300.00
P16-00419	Department Of Social Services	ED SERVICES	SERV	363.00
P16-00420	Printech	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	500.00
P16-00422	UPS - FREIGHT	HAYDOCK	POSTAGE-instruction	108.00
P16-00425	Grainger Inc	IT	MATL/SUP	756.00
P16-00428	CDW G	IT	MATL/SUP	165.24
P16-00430	CDW G	IT	MATL/SUP (VALERIE)	281.01
P16-00431	CDW G	IT	MATL/SUP (VALERIE)	608.02
P16-00433	Hyatt Regency Monterey	BUSINESS	CONF/TRAVEL	735.18
P16-00434	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	SERV	635.00
P16-00435	Home Depot Inc	IT	MATL/SUP	432.00
P16-00436	Staples Direct	IT	MATL/SUP	712.09
P16-00439	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	120.66
P16-00442	Office Depot Bus Ser Div	IT	MATL/SUP	457.84
P16-00443	Printech	CHAVEZ	MAINT-instruction	875.00
P16-00452	Allcable Inc	IT	MATL/SUP	540.00
P16-00453	PREMIER AGENDAS, INC	SIERRA LINDA	mat/sup - instructional	957.10
P16-00454	Amazon Com	SIERRA LINDA	mat/sup - instructional	309.26
P16-00455	Amazon Com	RAMONA	Mat/Sup - Instruction	441.08
P16-00456	Amazon Com	IT	MATL/SUP	187.63
P16-00457	CAG	RAMONA	CONF - Instruction (Magallanes)	495.00
P16-00458	Ventura Co Office Of Education	ED SERVICES	Conference	380.00
P16-00459	Ventura Co Office Of Education	ED SERVICES	Conference	760.00
P16-00460	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	RAMONA	Mat/Sup - Instruction (1G)	16.20
P16-00461	Pacific Northwest Publishing	RAMONA	Mat/Supl - Instruction	400.42
P16-00462	Sehi Computer Products Inc	ED SERVICES	MATL/SUP	907.37
P16-00471	Simplex Grinnell Lp	SORIA	Equip - admin	578.34
P16-00472	CASTO	TRANSPORTATIO	DUES	150.00
P16-00477	Dell Direct Sales Lp	IT	MATL/SUP	290.52
P16-00480	El Pollo Loco	CNS	supplies	186.15
P16-00481	El Pollo Loco	CNS	supplies	351.84
P16-00482	El Pollo Loco	CNS	supplies	351.84
P16-00484	El Pollo Norteno Inc	PERSONNEL	mtl/sup	540.00
P16-00485	Fresh & Fabulous Cafe-Bakery	PERSONNEL	matl/sup	432.00
P16-00486	Smart And Final Iris Co	PERSONNEL	matl/sup	270.00
P16-00487	PCASC 2015 Mini-Conference Row land USD c/o J Stiegelmar	PERSONNEL	Memb	40.00
P16-00489	West Coast Tree Service	FACILITIES	SERV	875.00
P16-00490	Div Of The State Architect	FACILITIES	SERV (DSA fee Fremont)	750.00
P16-00493	Fred Pryor Seminars	HR	CONF/ July 21, 2015 in Santa Barbara	396.00
P16-00495	Kenz Muffler Service	WAREHOUSE	Repairs	100.00
P16-00500	Costco Wholesale	PURCHASING	MEMB	110.00
P16-00501	General Binding Corp.	LEMONWOOD	MAINT	665.60
P16-00502	Amazon Com	Special Ed	MATL/SUP	276.34
P16-00515	CCSESA	KAMALA	Conference & Travel-Instruction	700.00

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
Total Number of POs			177	Total
				64,651.20

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	47	15,138.40
130	CAFETERIA FUND	1	54.00
		Total Fiscal Year 2015	15,192.40
010	GENERAL FUND	125	48,205.97
120	CHILD DEVELOPMENT FUND	1	363.00
130	CAFETERIA FUND	3	889.83
		Total Fiscal Year 2016	49,458.80
		Total	64,651.20

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CNP15-00153	19,594.69	130-4700	CAFETERIA FUND/FOOD	2.27
P15-00311	5,780.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P15-00350	2,001.39	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-01015	4,252.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P15-01468	94,701.00	213-6280	BOND FUND MEASURE R 2012/CONSTRUCTION TESTIN	34,707.40-
P15-01687	540.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P15-03826	41.84	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	51.82-
P15-03913	2,034.49	213-5800	BOND FUND MEASURE R 2012/PROFESSIONAL/CONSU	100.00
P15-03986	91.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.63-
P15-04060	169.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	215.57-
P15-04307	62.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	12.96-
P15-04354	928.31	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6.86-
P15-04382	544.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	406.08-
P15-04419	1,848.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	912.60
P15-04422	988.15	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.22-
P15-04426	403.43	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.13-
P15-04505	504.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	504.35-
P15-04650	4,779.00	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	376.92
			Total PO Changes	<u><u>32,695.23-</u></u>

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04099	American Band Accessories LLC	HAYDOCK	MATLS/SUPL-INSTRUCTIONAL	4,699.50
P15-04196	Apple Computer Inc	CHAVEZ	SERV-Instruction	1,000.00
P15-04596	Association Of Two-Way & Dual	ELM	Conf-instruction	3,450.00
P15-04650	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCAULIFFE	EQUIP	4,779.00
P15-04653	Aswell Trophy And Engraving	HR	MATLS/ SUPL	1,378.08
P15-04654	WONDER WORKSHOP INC	ASES	MATL/SUPL	8,256.00
P15-04657	California Science Center	ASES	SERV	4,337.50
P15-04659	Rmc	BUSINESS	SVC	16,582.00
P15-04662	Assistance League School	Special Ed	SVC (XJ032012)	2,205.00
P15-04663	Casa Pacifica	Special Ed	SERV (AM022900)	8,662.50
P15-04664	TETRA TECH INC	FACILITIES	BOND/BLDG/MAR-CEQA COMPLIANCE SVCS	3,800.00
P15-04666	Jostens, Inc	KAMALA	MATL/SUPL	2,276.62
P15-04668	AE Group Mechanical Engineers Inc.	FACILITIES	DEF MAINT/BLDG (TRANSP)	50,000.00
P15-04670	Jostens, Inc	CURREN	MATLS/ SUPL	1,425.60
P15-04679	Apple Computer Inc	BREKKE	MATLS	10,000.00
P15-04683	Gopher Sport	ASES	MATLS/ SUPL	3,944.35
P15-04685	S & S WORLDWIDE, INC	ASES	MATL/ SUPL	10,007.54
P15-04691	DNN CORP	ED SERVICES	SERV	2,999.00
P15-04692	Lifetouch	HARRINGTON	MATERIALS & SUPPLIES/ INSTRUCTIONAL	1,831.97
P15-04695	VENTURA UNIFIED SCHOOL DIST	BUDGET	Tuition/Excess Cost	173,042.00
P15-04697	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG (LEM RECON)	1,600.00
P15-04699	Lifetouch NSS Acct Receiveable	MARSHALL	MATLS/SUPL	1,182.02
P15-04703	Sunbelt Staffing	HR	SERV	1,202.50
P15-04705	Encore Repair Services, Inc	IT	REPAIR	2,975.00
P15-04706	Ventura Co Office Of Education	HR	SERV	29,150.00
P15-04708	Div Of The State Architect	FACILITIES	SERV (DSA FEES FRE-SL)	4,433.97
P15-04709	City Of Oxnard	FACILITIES	BOND/BLDG (HAR BLDG PERMIT FEES)	9,328.11
P15-04710	Grd Construction Inc	FACILITIES	BOND/BLDG (RIT SDC CLASSROOM)	89,698.00
P15-04713	Apple Computer Inc	BREKKE	Instr Matl	15,000.00
P15-04714	Lifetouch	DRIFFILL	MATL/SUP	2,663.71
P15-04716	Wavecrest Resorts III, LLC Hil ton Garden Inn Carlsbad	ED SERVICES	conf/moorghen	1,158.18
P15-04717	Ventura Co Office Of Education	ASSESS ACCOUNT	Conf	12,000.00
P15-04720	Ventura Co Office Of Education	HR	SERV	1,600.00
P16-00188	Staci Lynn Erlandson Block	ED SERVICES	ASES/SVC	30,000.00
P16-00189	All Languages Interpreting & T ranslating	SUPERINTENDEN	SERV	12,000.00
P16-00190	IXL LEARNING, INC	BREKKE	SERV - Instruction	5,728.75
P16-00194	CAG	MARSHALL	TRAVL/CONF	3,505.00
P16-00195	CAG	ED SERVICES	CAG Conference	23,100.00
P16-00196	Ventura Co Office Of Education	ED SERVICES	conference	2,850.00
P16-00198	FACILITIES PROTECTION SYSTEMS	IT	RENT, LEASE, REPAIR	1,176.00
P16-00201	Pacific Northwest Publishing	ED SERVICES	MATL/SUP	2,673.00
P16-00205	Wavecrest Resorts III, LLC Hil ton Garden Inn Carlsbad	ED SERVICES	CONF	1,092.61

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00207	Apple Computer Inc	IT	SERV (Software)	1,199.96
P16-00208	Apple Computer Inc	IT	EQUIP	3,022.87
P16-00209	Apple Computer Inc	IT	MATL/SUP	1,295.68
P16-00213	Lifesigns Inc	ED SERVICES	T1/SVC	5,000.00
P16-00214	Concepts School & Office Furn	MARSHALL	MATLS/EQUIP (DICKERSON)	3,344.88
P16-00215	Lakeshore Learning Materials-V	MARSHALL	MATLS (DICKERSON)	4,205.25
P16-00216	enVision Consulting Group, Inc	ED SERVICES	SERV	2,750.00
P16-00217	Ventura Co Office Of Education	Special Ed	SERV	74,900.00
P16-00218	Practi-Cal Inc	Special Ed	SERV	100,000.00
P16-00220	Advanced Media Tech, Inc	IT	EQUIP	2,235.60
P16-00224	Dell Direct Sales Lp	Special Ed	Equip	1,209.21
P16-00226	Heinemann	HARRINGTON	materials & supplies - instruction	2,070.36
P16-00227	Avid Center	ED SERVICES	T1/SERV	52,669.00
P16-00228	DAVID GREGORY DBA/G&D ASSOC	ED SERVICES	MSAP/SERV	30,000.00
P16-00229	SAFE & CIVIL SCHOOLS	ED SERVICES	MSAP/SERV	6,000.00
P16-00230	Oxnard Performing Arts Center	SUPERINTENDEN	RENTAL	1,351.00
P16-00231	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	ED SERVICES	SERV	2,000,000.00
P16-00232	Renaissance Learning Inc	ED SERVICES	SERV	483,354.00
P16-00233	Lakeshore Learning Materials-V	PURCHASING	MATL/SUP	5,006.88
P16-00234	CN School & Office Sol, Inc Cui-Ver-Newlin	FRANK	MATL/SUP (FRA 8TH GR)	20,958.24
P16-00235	CN School & Office Sol, Inc Cui-Ver-Newlin	LEMONWOOD	EQUIP (LEM/FIREPROOF CABINET-CUMS)	2,558.52
P16-00237	Lakeshore Learning Materials-V	PURCHASING	MATL/SUP	6,388.90
P16-00240	CN School & Office Sol, Inc Cui-Ver-Newlin	FRANK	MATL/SUP (FRANK 6TH GR)	6,765.12
P16-00241	Concepts School And Office Fur	CHAVEZ	MAT/SUP (CHA 8TH GRADE)	31,374.00
P16-00242	Concepts School And Office Fur	DRIFILL	MAT/SUP (DRI 1ST GRADE)	4,268.12
P16-00243	Concepts School And Office Fur	HAYDOCK	MAT/SUP (HAY 6TH GRADE)	7,843.50
P16-00244	Concepts School And Office Fur	MARINA	MAT/SUP (M WEST ROOMS 501/504/506)	20,791.08
P16-00245	Concepts School And Office Fur	MCAULIFFE	MAT/SUP (MCA 1ST GRADE)	8,285.23
P16-00246	Concepts School And Office Fur	SAN MIGUEL	MAT/SUP (SM KDG SPEC ED)	2,532.17
P16-00247	Concepts School And Office Fur	SIERRA LINDA	MAT/SUP (SL KDG)	7,101.91
P16-00248	Concepts School And Office Fur	BREKKE	MAT/SUP (BRE 4TH GRADE)	10,267.15
P16-00250	Wavecrest Resorts III, LLC Hilton Garden Inn Carlsbad	ED SERVICES	CONF	5,460.90
P16-00251	Office Depot Bus Ser Div	SORIA	MATL/SUP (admin)	27,000.00
P16-00252	Office Depot Bus Ser Div	BUDGET	Office Supplies Fiscal Year 2013-2014	3,000.00
P16-00253	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	2,160.00
P16-00254	Office Depot Bus Ser Div	BREKKE	MATL/SUP-Instruction	3,000.00
P16-00256	Concepts School And Office Fur	KAMALA	MAT/SUP (KAM 8TH GRADE)	44,820.00
P16-00257	Concepts School And Office Fur	LEMONWOOD	MAT/SUP (LEM 8TH GRADE)	4,545.90
P16-00258	CN School & Office Sol, Inc Cui-Ver-Newlin	FRANK	MATL/SUP (FRANK/SCIENCE TABLES)	1,809.41
P16-00259	NATIONAL ENVIRONMENTAL HEALTH ASSOC	CNS	MATLS/SUPL	1,763.20
P16-00260	Cybertek	IT	Professional/Con	35,601.00

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00261	Calif Assn Of Latino Supt & Ad	ED SERVICES	CONF	2,225.00
P16-00263	Southwest School & Office Sup	WAREHOUSE	stores	1,985.21
P16-00264	Office Depot Bus Ser Div	WAREHOUSE	STORES SUPPLIES	16,395.31
P16-00265	Div Of The State Architect	FACILITIES	SERV (DSA FEES/HAR PRE-K)	3,581.08
P16-00266	Xpedx Paper Co	WAREHOUSE	STORES SUPPLIES	1,415.02
P16-00267	Sinclair Sanitary Supply Inc	WAREHOUSE	STORES SUPPLIES	1,944.00
P16-00269	Printech	WAREHOUSE	STORES SUPPLIES	1,992.60
P16-00271	ALTERNATIVE DIGITAL PRINTING	WAREHOUSE	STORES SUPPLIES	2,122.85
P16-00272	Batteries Plus	WAREHOUSE	STORES SUPPLIES	1,374.80
P16-00273	Edgewood Press, Inc	WAREHOUSE	STORES SUPPLIES	1,915.92
P16-00274	Empire Cleaning Supply	WAREHOUSE	STORES SUPPLIES	1,563.30
P16-00275	Extreme Clean	WAREHOUSE	STORES SUPPLIES	1,464.48
P16-00277	Pioneer Chemical Co	WAREHOUSE	STORES SUPPLIES	1,992.60
P16-00279	School Health Corporation	WAREHOUSE	STORES SUPPLIES	1,864.40
P16-00281	Unisource Worldwide, Inc	WAREHOUSE	STORES SUPPLIES	3,991.14
P16-00282	BSN Sports	WAREHOUSE	STORES SUPPLIES	6,222.48
P16-00283	Global Knowledge Training LLC	IT	Conference/Travel	2,995.00
P16-00286	Printech	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	2,000.00
P16-00287	Sams Club 6455	ROSE	MATERIAL & SUPPLIES - INSTRUCTIONAL	1,500.00
P16-00288	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,000.00
P16-00289	Costco Wholesale	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,000.00
P16-00293	Printech	BREKKE	MATL/SUP-Instruction	3,200.00
P16-00295	Costco Wholesale	BREKKE	MATL/SUP	1,200.00
P16-00305	Colbi Technologies Inc	BUSINESS	SVCE	7,375.00
P16-00306	Department Of Social Services	ED SERVICES	SERV	1,210.00
P16-00308	ACSA	RITCHEN	Conf-Admin	1,255.00
P16-00311	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	18,844.23
P16-00312	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	14,878.12
P16-00313	Staples Direct	BREKKE	MATL/SUP-Instruction	1,000.00
P16-00314	Office Depot Bus Ser Div	ELM	Material/Supplies - Instructional	1,080.00
P16-00316	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - instructional	1,000.00
P16-00317	Printech	SORIA	MATL/SUP (Instructional)	5,600.00
P16-00318	Office Depot Bus Ser Div	RAMONA	Mat/Sup - Admin	5,400.00
P16-00319	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,873.22
P16-00321	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	11,576.42
P16-00322	Acorn Paper Products Co	WAREHOUSE	STORES SUPPLIES	1,028.70
P16-00336	General Binding Corp.	WAREHOUSE	STORES SUPPLIES	3,159.00
P16-00344	Office Depot Bus Ser Div	ENGLISH LEARNE	materials	5,400.00
P16-00348	BTC LABS-VERTICAL FIVE	FACILITIES	SERV	6,811.00
P16-00349	Batteries Plus	FACILITIES	MATL/SUP	5,400.00
P16-00350	Extreme Clean	FACILITIES	MATL/SUP	5,400.00
P16-00351	Grainger Inc	FACILITIES	MATL/SUP	5,400.00
P16-00352	Hillyard Inc	FACILITIES	MATL/SUP	5,400.00
P16-00353	Home Depot Inc	FACILITIES	MATL/SUP	5,400.00
P16-00354	Hillyard Inc	FACILITIES	MATL/SUP	5,400.00
P16-00355	Superior Sanitary Supplies	FACILITIES	Repair	5,400.00

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00356	Superior Sanitary Supplies	FACILITIES	MATL/SUP	5,400.00
P16-00357	Sinclair Sanitary Supply Inc	FACILITIES	MATL/SUP	5,400.00
P16-00358	Office Depot Bus Ser Div	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	8,100.00
P16-00359	Great Western Building Mtls	FACILITIES	MATL/SUP	5,400.00
P16-00360	Office Depot Bus Ser Div	FREMONT	OFFICE SUPPLIES- admin / instruction	10,800.00
P16-00361	Office Depot Bus Ser Div	ASSESS ACCOUN	MATL/SUP	1,000.00
P16-00362	Arrowhead Drinking Water	PURCHASING	matls/ supl	2,808.00
P16-00363	Calif State Dept Of Justice	PURCHASING	SERVICE	25,000.00
P16-00364	Cci Mail Systems	PURCHASING	POSTAGE	2,000.00
P16-00365	SHRED-IT USA LLC	PURCHASING	SERV	2,500.00
P16-00366	City Of Oxnard	PURCHASING	UTIL/WATER	550,000.00
P16-00367	City Of Oxnard	PURCHASING	UTIL	1,700.00
P16-00368	Cmrs Tms	PURCHASING	POSTAGE	100,000.00
P16-00369	Coastal Occupational Medical	PURCHASING	SERVICE	1,500.00
P16-00370	Coastal Occupational Medical	HR	SERV	15,000.00
P16-00371	Federal Express Corp	PURCHASING	POSTAGE	3,000.00
P16-00372	Garda CI West, Inc	PURCHASING	SERVICE	4,500.00
P16-00373	Mail Finance	PURCHASING	LEASE AGREEMENT (POSTAGE)	8,255.64
P16-00374	Orkin Exterminator	PURCHASING	REPAIRS	1,500.00
P16-00376	Pitney Bowes Global Financial	GRAPHICS	LEASE/MAINT	6,768.00
P16-00377	Postage One	PURCHASING	POSTAGE	1,500.00
P16-00378	Astra Industrial Services In	FACILITIES	MATL/SUP	3,240.00
P16-00379	Astra Industrial Services In	FACILITIES	MATL/SUP	1,080.00
P16-00380	SO CAL OFFICE TECHNOLOGIES	GRAPHICS	maint	7,524.00
P16-00381	Solarcity Billing Dept	BUSINESS	UTIL	150,000.00
P16-00382	Southern Calif Edison Co	PURCHASING	UTIL	1,500,000.00
P16-00383	Southern Calif Gas Co	PURCHASING	UTIL/ NATURAL GAS	80,000.00
P16-00384	TIME WARNER CABLE	DISTRICT OFFICE	COMM	100,000.00
P16-00385	Verizon California	PURCHASING	COMM	3,000.00
P16-00387	Verizon California	PURCHASING	COMM	320,000.00
P16-00388	Verizon Select Services	PURCHASING	COMM	3,000.00
P16-00389	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	SERV	1,165.00
P16-00390	Printech	KAMALA	MAINT-instruction	2,500.00
P16-00391	Printech	MARINA	MAINT-instruction	2,075.00
P16-00393	Dave Bang Associates Inc	FACILITIES	EQUIP	100,059.25
P16-00398	Express Business Machines	PURCHASING	MATLS	1,000.00
P16-00400	Silvas Oil Company Inc	PURCHASING	FUEL	72,500.00
P16-00404	Tech-Wall Of Ventura Inc	SORIA	BLDG Improvements-Construction	7,210.00
P16-00405	Perma Bound Books	FREMONT	BKS - INTRUCTION	7,585.01
P16-00406	Perma Bound Books	MARSHALL	BOOKS OTHER THEN TEXTBKS-Instructional	22,352.10
P16-00410	Perma Bound Books	HARRINGTON	BKS-Instruction	1,608.98
P16-00411	Perma Bound Books	CHAVEZ	BOOK OTHER THAN TEXTBOOKS-INSTRUCTIONAL	9,818.22
P16-00412	School Tech Supply	DRIFFILL	EQUIPMENT-Instructional	59,778.00
P16-00413	School Tech Supply	ED SERVICES	Computer Equipment	32,139.72
P16-00414	School Tech Supply	FRANK	Comp Sup/Equip - Instructional	18,931.20
P16-00416	Durham School Services	TRANSPORTATIO	SERV	2,100,000.00

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00418	PMA Conference Mgmt	HR	CONF/TRAVEL from 9/28 - 9/30/15	1,797.00
P16-00421	Petroleum Telcom Inc DBA Telecom	HAYDOCK	MATLS/REPAIR- admin	1,000.00
P16-00423	CDW G	IT	MATL/SUP	1,410.70
P16-00424	CDW G	IT	MATL/SUP (Oscar iPad Accessories)	27,966.60
P16-00426	CDW G	IT	SERV (Tom / LIC - CUCM)	2,730.02
P16-00427	CDW G	IT	EQUIP	5,793.60
P16-00429	CDW G	IT	EQUIP (VALERIE)	1,702.84
P16-00432	Westcor Environmental, Inc	FACILITIES	SERV	3,225.00
P16-00437	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - instructional	4,092.80
P16-00438	Martin & Ziegler, Inc	IT	EQUIP (OPIE Upgrade)	3,647.71
P16-00440	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	5,000.00
P16-00441	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	2,160.00
P16-00444	Smart And Final Iris Co	HAYDOCK	MATLS/SUPPL-instruction	1,500.00
P16-00445	Smart And Final Iris Co	FREMONT	MAT/SUPP-instruction	5,000.00
P16-00446	Smart And Final Iris Co	NFL	Materials NFL	2,000.00
P16-00447	Concepts School And Office Fur	RAMONA	MAT/SUP (RAM - OFFICE MGR DESK)	2,352.10
P16-00448	Costco Wholesale	SORIA	MATL/SUP (Instructional)	3,000.00
P16-00449	Aswell Trophy And Engraving	FREMONT	MAT/SUPP - INSTRUCTIONAL	2,500.00
P16-00450	Aswell Trophy And Engraving	FREMONT	MAT/SUPP - INSTRUCTIONAL	2,500.00
P16-00451	IV CARLOS INC TACOS DON CHENTE	FREMONT	MATL/SUPP-INSTRUCTIONAL	1,000.00
P16-00463	Petesehria, LLC PizzaMan Dan's	ED SERVICES	MATL/SUP	2,000.00
P16-00464	Arrowhead Drinking Water	ED SERVICES	MATL/SUP	2,160.00
P16-00465	Fresh & Fabulous Cafe-Bakery	ED SERVICES	MATL/SUP	5,000.00
P16-00466	Bernardos Flower Shop	ED SERVICES	MATL/SUP	1,080.00
P16-00467	Tom Rey Garcia dba/ Tomas Cafe & Gallery	ED SERVICES	MATL/SUP	1,620.00
P16-00468	Sandwich Man Catering Service	ED SERVICES	MATL/SUP	2,000.00
P16-00469	Dominick's Italian Restaurant	ED SERVICES	MATL/SUP	2,160.00
P16-00470	Marie Callender's	ED SERVICES	MATL/SUP	3,240.00
P16-00473	WOOD RANCH VENTURA, LP	SORIA	MATL/SUP (Instructional)	1,620.00
P16-00474	Hensons Music Center	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	1,296.00
P16-00475	Hensons Music Center	HAYDOCK	REPAIRS-instruction	1,500.00
P16-00476	Lightspeed Systems Corp	IT	SERV	30,000.00
P16-00478	Apple Computer Inc	IT	EQUIP	2,159.89
P16-00479	STARNET DATA DESIGN INC	IT	EQUIP (Tom)	74,693.88
P16-00483	Lakeshore Learning Materials-V	PURCHASING	MATL/SUP (MAR-DICKERSON PREK-TK DHH)	4,885.57
P16-00488	Allconnected Inc	IT	SERV	11,575.00
P16-00491	Office Depot Bus Ser Div	PERSONNEL	matl/sup	1,000.00
P16-00492	Harbor Freight Tools	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,350.00
P16-00494	Coast To Coast Computer Prod	FREMONT	MAT/SUP - INSTRUCTION	10,000.00
P16-00496	ACSA	RISK MGMT	MEMB	58,473.23
P16-00497	Calif Assn Of Latino Supt & Ad	ED SERVICES	MEMB	7,315.00
P16-00498	CN School & Office Sol, Inc Cui-Ver-Newlin	SORIA	EQUIP(TABLES)/MATL-SUP (SOR-CLASSRM FURN)	24,781.39
P16-00499	CODESP	PERSONNEL	memb	1,850.00
P16-00503	Costco Wholesale	FREMONT	MAT/SUPP - Instruction	1,000.00

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00505	Printech	HAYDOCK	MAINT	2,025.00
P16-00506	Printech	LEMONWOOD	MAINT	1,975.00
P16-00507	DOMINGUEZ PLAZA HOTEL, LLC HAM PTON INN & SUITES	HR	CONF/TRAVEL	2,358.58
P16-00508	IV CARLOS INC TACOS DON CHENTE	FREMONT	MATL/SUPP-INSTRUCTIONAL	1,000.00
P16-00509	Pacific Northwest Publishing	KAMALA	Materials & Supplies-Instructinal	2,648.25
P16-00510	US Air Conditioning Dist	FACILITIES	MATL/SUP	5,400.00
P16-00511	SIGNET CONTROLS, INC	FACILITIES	SERV	22,355.00
P16-00512	SIGNET CONTROLS, INC	FACILITIES	SERV	70,440.00
P16-00513	Concepts School & Office Furn	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	4,243.65
P16-00514	Smart And Final Iris Co	ED SERVICES	Materials/Supplies	2,500.00
Total Number of POs			229	Total
				<u>9,619,720.36</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	29	382,242.04
213	BOND FUND MEASURE R 2012	4	104,426.11
Total Fiscal Year 2015			486,668.15
010	GENERAL FUND	190	9,090,473.33
120	CHILD DEVELOPMENT FUND	1	1,210.00
130	CAFETERIA FUND	4	9,821.20
213	BOND FUND MEASURE R 2012	1	3,581.08
251	DEVELOPER FEES	1	27,966.60
Total Fiscal Year 2016			9,133,052.21
Total			<u>9,619,720.36</u>

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/10/2015 - 07/14/2015 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00044	3,544,037.72	213-5800	BOND FUND MEASURE R 2012/PROFESSIONAL/CONSU	744,510.50
P15-00477	1,147,000.00	130-4700	CAFETERIA FUND/FOOD	55,000.00
P15-00565	12,541.33	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P15-00737	48,270.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	13,705.50
P15-00831	8,758.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P15-01200	27,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7,000.00
P15-01277	58,844.08	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	9,461.40
P15-01298	47,362.23	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	19,835.78
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,530.89-
			Total PO P15-01298	16,304.89
P15-02258	10,189.04	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,104.04
P15-02671	1,381,341.00	010-7142	GENERAL FUND/OTHER TUITION/EXCESS COSTS	8,173.00
			Total PO Changes	865,259.33

Information is further limited to: (Minimum Amount = 1,000.00)

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ESCAPE ONLINE

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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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

ENROLLMENT REPORT (Cline)

District enrollment for the month of June 2015 was 16,944. This is 136 more than this time last year.

FISCAL IMPACT

None.

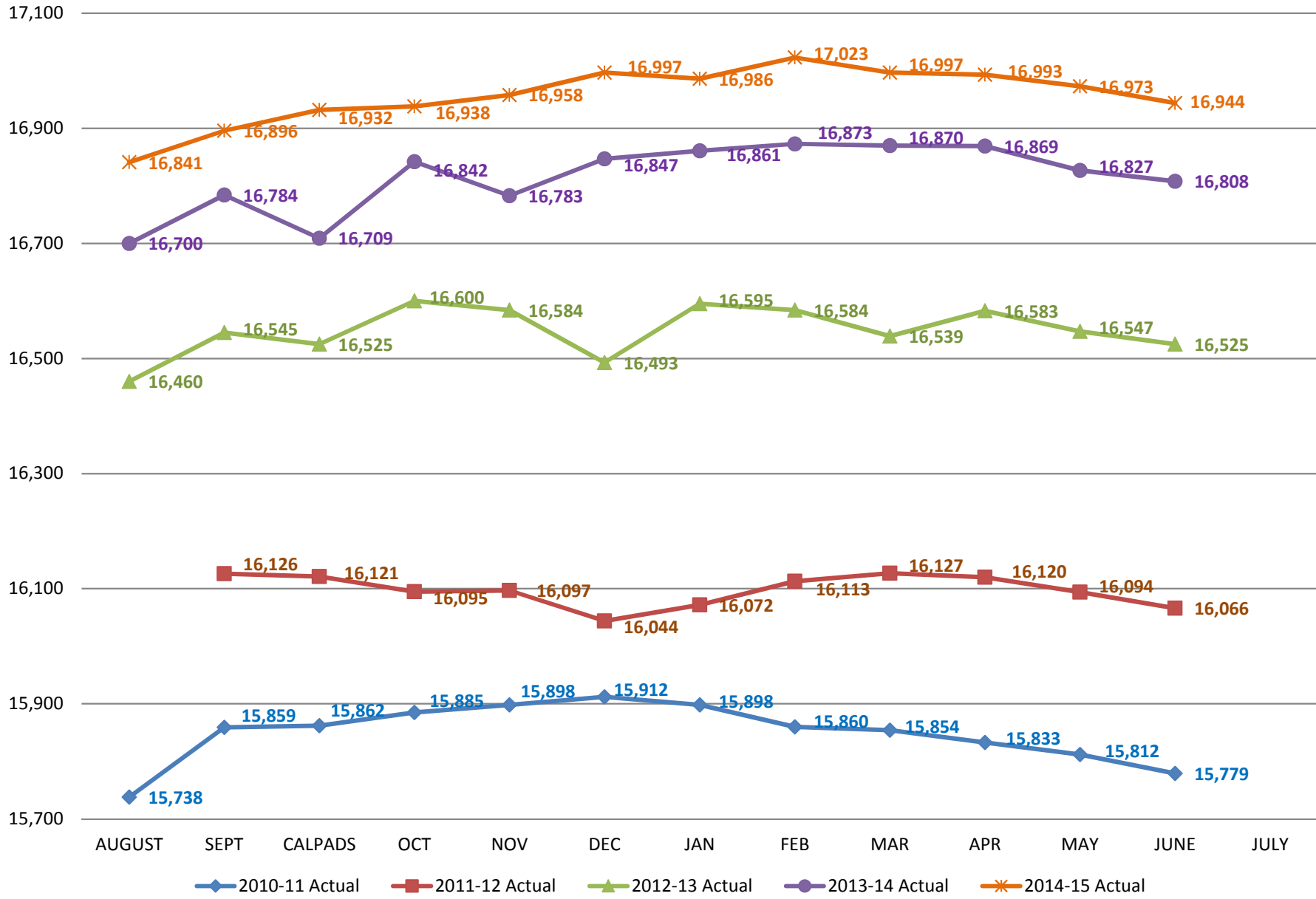
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals (1 page)

Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **August 5, 2015**

- 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 2014-15 Quarterly Report on Williams Uniform Complaints, 4th 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, during the fourth quarter, a complaint in the area of Facility Conditions was received.

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, fourth quarter, as presented.

ADDITIONAL MATERIAL(S):

Quarterly Report on Williams Uniform Complaints, Fourth Quarter (1 page)
Attachment to Quarterly Report on Williams Uniform Complaints (2 pages)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2014-15

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **July 2015 (4/1/15 – 6/30/15))**

Date for information to be reported publicly at governing board meeting: **August 5, 2015**

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	1	1	0
TOTALS	1	1	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

Attachment to Quarterly Report on Williams Uniform Complaints: August 5, 2015

Complaint	Resolution Response
<p>Re: McAuliffe</p> <ol style="list-style-type: none"> 1) Carpet that has been wet and soaked, without being replaced over 19 years, (although the portables have been in place longer, so perhaps longer). 2) Soaked underfloor in portable 210, in 2-5 inches of water, only carpet replaced approx. 10 years ago. 3) Infestation of termites/unknown insects' droppings in portables 206, 208 and 210. 4) Black mold around air conditioners 5) As recently as 1 month ago, an infestation of 1-2 inch black beetles noted climbing in hole from outside at end of portable 210. 6) Numerous parent and teacher complaints of allergy related illnesses while in portables 208 and 210 as far back as 14 years ago. 7) Various floor board replacements in portables 205 and 206. 8) Strong smell of mildew, staleness, and prior dampness in all portables unless aired out by opening back window, front window, and door for extended period of time. 9) Black mold growing and visible on outsides of portables 205 through 210. 10) Torn carpet such that has caused tripping-repaired only with duct tape. 11) Leaking in between the outer and inner walls in #207. 12) Torn and missing screens in the windows. 13) Non-working public announcement system – security risk. <p>These are known concerns; there might be additional concerns once they move in.</p> <p>Other than these specific problems there is, and has been, an unresolved danger with access to the portables when it rains. An even meager amount of rain causes flooding on and around the sidewalk to the portables. So far, "our" answer has been for the custodian to put down wooden pallets, but this has NOT been effective as these are slippery and do not cover all deep puddles. It tends to get pretty dark and possibly unsafe during the winter times. Also, access to a restroom is uncovered.</p>	<ol style="list-style-type: none"> 1) All portables have old carpet. The District intends to replace the carpet during the winter 2015 or spring 2015 break, pending available funding. 2) This unit has the newest carpet, but there is no record of flooding on file and the carpet is in good shape. 3) All portables were tented for termites less than two years ago (portables 205 through 210). We found no evidence of new activity. 4) Found no mold around A/C units. Custodian will clean out in July 2015 and change all filters. 5) Found no evidence of beetle infestation. No action being taken. 6) Found nothing unusual for a portable. Carpet is old and needs to be replaced. The District intends to replace the carpet during the winter 2015 or spring 2015 break, pending available funding. 7) Sub floor has typical "spongy" feel to it for a portable. Found nothing unusual. When we re-floor, we add 3/8" additional subfloor to stiffen the flooring for this reason. 8) Typical "old" smell for a portable with old carpet. Nothing unusual. Did not see or smell "dampness". Custodians will deep clean all rooms in July 2015 to freshen them up. 9) Facilities' personnel walked the perimeter of the portables and found no evidence of mold on the outsides of the portables. 10) This is true. The District intends to replace the carpet during the winter 2015 or spring 2015 break, pending available funding. 11) There is no evidence that there is a leak. 12) The missing and torn screens will be replaced prior to the first day of the 2015-16 school year . 13) The system was checked and "tuned up" for clarity. The system is functional. <p>The District will be working on resolving the flooding issue this summer.</p> <p>Regarding awnings for the restroom, if they did not come with them, we can't install them because they need DSA approval. Anything that attaches to a building needs approval.</p> <p>All of the carpets were deep cleaned this summer, which should improve the musty smell.</p>

Re: Lemonwood

Requesting installation of PE lockers for 7th & 8th grade students effective the 2015-16 school year.

Establish PE clothing requirement for 7th & 8th students effective the 2015-16 school year.

The complaint does not fall under the Williams Uniform Complaint Procedures, as it does not pertain to textbooks or instructional materials, teacher vacancy or misassignment, or facility conditions.

There are no rooms available at Lemonwood to turn into a locker room. At this time, there is no plan to have students "dress out" for physical education or to add locker rooms.

BOARD AGENDA ITEM

Name of Contributor(s): Jonathan Koch

Date of Meeting: 8/5/15

- 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 _____

TITLE: Health Assistant

DESCRIPTION:

District administration requested that the Personnel Commission create a new job classification in order to provide direct support for student health needs in school health offices. Currently School Nurses and Health Care Technician (LVN) are responsible for multiple school sites and the day-to-day health care needs of students are left to Paraeducators and/or office staff. This new classification would ensure that a trained individual is readily available in school health offices in order to provide basic first aid and CPR as well as specialized health care procedures (in which they will be trained) not requiring a nursing license.

FISCAL IMPACT:

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and made a salary recommendation. A salary study has been conducted and it will be recommended that the Personnel Commission make the recommendation to allocate the classification to Range 18.0 (\$18.04 – \$21.93 hourly) on the Classified salary schedule. This would result in an estimated cost of \$46,545 - \$56,559 (including health & welfare benefits and other associated costs) over the course of the fiscal year.

RECOMMENDATION:

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Staff recommends that the Board of Education take action to approve the attached job duties of Health Assistant so that a new classification can be taken to, and approved by, the Personnel Commission.

ADDITIONAL MATERIAL(S):

HEALTH ASSISTANT

SUMMARY OF DUTIES

Under the direction of the Principal or other school-site administrator, administers basic first aid and assists students who are ill or injured in accordance with State laws and District regulations; delivers specialized health care procedures and medical treatments not requiring a nursing license to students with special needs on an as-needed basis; assists with health screenings; prepares and maintains student health records, files, and reports; and performs a variety of duties relative to assigned area of responsibility.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Performs basic first aid procedures for ill or injured children according to established procedures;
2. Administers medication as prescribed by a physician and in accordance with established guidelines;
3. Responds to emergencies and serious health-related situations by administering first aid, cardiopulmonary resuscitation (CPR), or other appropriate action; notifies school administrators, nursing staff, parents, and/or paramedics as appropriate and as soon as possible;
4. Performs specialized health care procedures such as tracheostomy care, gastrostomy tube (g-tube) feeding and care, catheterization, colostomy and/or ileostomy care, and oxygen administration on an as-needed basis;
5. Screens student symptoms to identify illness; contacts nursing staff for assistance as appropriate;
6. Assists students with personal physical needs; assists with toileting, diapering, menstrual cycle needs; assists students requiring wheelchairs or other orthopedic equipment;
7. Assist students with diabetic management tasks such as carbohydrate counting, blood sugar testing, and treatment of low blood sugar;
8. Prepares, records, and maintains a variety of health related records and files including immunization and other confidential student health and emergency records in accordance with HIPPA regulations; ensures that students have complete health records; follows up with parents and nursing staff as appropriate to ensure complete and accurate records;
9. Maintains school health office in a clean, orderly, and safe condition; cleans sinks and equipment; cleans linens as necessary;
10. Provides assistance to students, staff, and the general public in order to ensure student's success; answers telephones and takes messages; makes phone calls to request, provide, or verify information as appropriate; maintains log of students visiting the health office;
11. Performs a variety of clerical duties including, but not limited to, filing, data entry, duplicating materials, and date stamping and logging documents received;
12. Prepares correspondence, forms, notices, and referrals as appropriate; initiates and completes accident and incident reports in accordance with HIPPA regulations;
13. Maintains supply and material inventories for the health office; orders health office supplies and materials according to established procedures.

Other Related Duties

14. Assists nursing staff with health screenings;
15. Assists nursing staff with documentation of possible child abuse cases;
16. For positions with bilingual designations, translates a variety of written materials from English to a second language and from that language into English; interprets and facilitates communication between

staff and non-English speaking members of the public; attends various meetings to translate and interpret as needed;

17. Performs related duties and responsibilities as required.

Recommend Minimum Qualifications

Education: Graduation from high school or equivalency.

Experience: One year of clerical experience. Experience working with community health service organizations or experience providing health care services to school-aged children is highly desirable.

Special: A valid First Aid Certificate, comparable to the American Red Cross Standard First Aid Certificate must be obtained during the probationary period.

A valid Cardiopulmonary Resuscitation Certificate must be obtained during the probationary period.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman

Date of Meeting: 8/5/15

- 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 _____

TITLE: Out of State Conference request for Director, Pupil Services (Freeman/Ridge)

DESCRIPTION:

The Board’s approval is requested for Mr. Michael Chris Ridge, new Director of Pupil Services to attend the mandatory Project Directors’ meeting for Elementary and Secondary School Counselor (ESSC) program (Grant) and the 2015 National PBIS Leadership Forum in Rosemont, Illinois, from October 21-23, 2015.

FISCAL IMPACT:

To be paid from the Counselors Grant funds. Not to exceed \$2000.00.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL(S):

Attached: Workshop information

Dear Project Director:

The Office of Safe and Healthy Students (OSHS) has organized a unique Project Directors' (PDs') meeting experience for the Elementary and Secondary School Counselor (ESSC) program that will take place on October 21, 2015 at the Hyatt Regency O'Hare outside of Chicago.

Please read the remainder of this email carefully and plan on attending.

- The October 21, 2015 ESSC Project Directors' meeting will precede the National PBIS Leadership Forum that will take place on October 22 and 23, 2015 at the same location.
- On the morning of October 21st, in addition to the PDs from the ESSC program, the PDs from OSHS' School Climate Transformation grants, Project Prevent grants, and SAMHSA's Project Aware grants will also be in attendance and meet collectively as group to discuss topics that cut across all of the programs. More details will be forthcoming regarding the agenda for the cross-program meeting.
- In the afternoon of October 21st, the PDs from each program will meet separately to discuss their successes and challenges heading into the new grant year.
- Because of space limitations, the October 21st meetings are only for Project Directors. We encourage you and any of your grant staff that you feel would benefit to register for and attend the National PBIS Leadership Forum on October 22nd and 23rd (see link below for information on the Leadership Forum).
- The leadership and staff from the PBIS TA center in collaboration with OSHS staff, the Office of Special Education, and staff from the National Center on Safe and Supportive Learning Environments will facilitate and participate in the meetings on the morning and afternoon of the 21st.
- The following is a link to the most up-to-date information about the October 22 and 23 Leadership Forum <https://sites.google.com/a/midwestpbis.org/pbis-leadership-forum-2015/home>.
- As soon as you can, we encourage you to book your hotel and travel to be in attendance on the morning of October 21, as well as register for the Leadership Forum on October 22 and 23.

Search this site

Integrated Multi-Tiered Framework for Educational Success

October 22-23, 2015

Donald E. Stephens
Convention Center

Rosemont, Illinois



2015 National PBIS Leadership Forum

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- [Convention Center](#)
- [Detailed Agenda](#)
- [Fees & Payments](#)
- [Lodging](#)
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- [Registration](#)
- [Transportation Services](#)
- [Downloads](#)
- [Volunteer Opportunities](#)

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Days until
National PBIS Leadership Forum

2015 National PBIS Leadership Forum October 22-23, 2015



This two-day forum for school, state, district and regional Leadership Teams and other professionals has been designed to help increase the effectiveness of PBIS implementation.

Click the links below and to the left for more information:

[Overview](#) | [Who Should Attend](#) | [Program Plan](#) | [Registration](#)



Recent Announcements

**Complete Session Details
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(06/10/15)

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Conference Location

Donald E. Stephens Convention Center
5555 N. River Road
Rosemont, Illinois 60018

[Read More](#)



Host Hotel

Hyatt Regency O'Hare
9300 Bryn Mawr
Rosemont, Illinois 60018
(847) 696-1234

[Read More](#)



Questions?

Contact the Conference Coordinator:

Cheryle.Kennelly@midwestpbis.org
(630) 620-9032

Overview

Sessions are organized by strands that support initial through advanced implementation in elementary, middle, and high schools as well as juvenile justice and mental health facilities.

- PBIS Foundations
- Enhanced Implementation
- Classroom
- Tier 2/Tier 3
- Integrated Systems / Multi-tiered Systems of Support
- Juvenile Justice
- School Mental Health
- Culturally Responsive Systems
- Urban Implementation and other special topics

Leadership teams early in the process of PBIS implementation will gain information about initiating implementation and obtain examples of successful early development.

State and District leadership teams moving toward larger scale implementation will have access to strategies and examples of successful scaling of PBIS including integration of academic and behavioral components of RtI.

Leadership teams focused on advanced issues around evaluation, secondary and tertiary content, and coordination of coaching cadres will gain access to examples and strategies that are moving PBIS forward.

Participants will come away from the forum with the knowledge on how to develop/obtain advanced training on a range of topics and how to best organize and deliver training for their schools, districts, and other stakeholders. All sessions will focus on fidelity and implementation and include data and implementation examples.

Who Should Attend

This forum is organized for school, state, district, or regional leadership teams adopting and implementing school-wide PBIS. Participants may include leadership team members, implementation coaches and coordinators, district- and school-based behavior specialists (e.g., school counselors, school psychologists, special educators, coaches), PBIS trainers, program evaluators, school and district administrators, and district and state policy makers and leaders. Participants should register as a team.

Sponsored by

the OSEP Center on Positive Behavioral Interventions & Supports with support from the Midwest PBIS Network.

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Registration Fees:

Note: Registration will open on May 20th.

General Participant	Poster Presenter
\$220.00	\$220.00

All fees are due on or before the first day of the forum. We accept credit cards, checks, money orders, and purchase orders. All payments **must be in US dollars** and should be made payable to SASED - Midwest PBIS. Please submit your check, money order, or Purchase Order payment to the address below.

Note: our legal name and remittance address have changed since last year's forum. Please be sure to update your records. Checks made out incorrectly must be returned to be reissued.

Please send all payments to the address below to ensure proper recording of your payment:

SASED d/b/a Midwest PBIS Network
6 S 331 Cornwall Road
Naperville, IL 60540

Tax ID # 36-2919494

Purchase Order Requirements:

Be sure to include the forum name, date, and the names of all registrants on your PO and submit it via email to Cheryle.Kennelly@midwestpbis.org. We must receive a copy of your PO to bill your district or organization. If you choose PO as your form of payment but fail to submit a purchase order you will be billed directly for your registration fee.

Invoices:

New this year - Invoices will be automatically generated at the conclusion of registration and may be displayed, downloaded, printed, or shared via email by clicking the "Receipt/Invoice" button after your registration has been submitted. Invoices may be accessed at any time after registration by clicking the link in your registration confirmation email. When accessing from the confirmation email, you will be required to enter your registration reference ID.

Credit Card Payments:

You may pay your registration fees by credit card when you register using our online registration system. If you would like to pay by credit card after your registration has been completed, download and complete the [Credit Card Authorization form](#). Email your completed form to Cheryle.Kennelly@midwestpbis.org.

Important note about credit card payments: your payment will appear on your credit card statement as "Midwest PBIS Network."

Cancellation Policy:

Cancellations received **in writing** via email (Cheryle.Kennelly@midwestpbis.org) or via mail to 1590 S. Fairfield Road, Lombard, IL 60148 **by October 9, 2015, will be refunded minus a 5% registration service charge** to cover non-refundable expenses to the Midwest PBIS Network. Please note that if you do not cancel and do not attend, you are still responsible for payment. Substitutions may be made at any time.

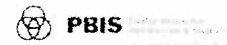
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Hyatt Regency O'Hare

The Hyatt Regency O'Hare is situated just minutes away from O'Hare International Airport and their complimentary 24-hour shuttle service eliminates the need for conference participants flying into O'Hare International Airport to arrange additional transportation for the duration of their stay. Hotel features include a full service FedEx/Kinko's business center, WiFi (T-Mobile Hotspots) in public areas and guest rooms, an on-site restaurant and 24-hour fitness center.

For more information on the Hyatt Regency O'Hare, visit their website at www.ohare.hyatt.com.

Room Block

We have made arrangements for a block of rooms at the Hyatt Regency O'Hare under the group name "PBS Leadership Forum" at a special conference rate of \$195 per night plus tax. Rooms are available on a first-come, first-served basis and the conference rate will be available until **October 13th** or until the room block has filled to capacity. We cannot guarantee that we can secure additional rooms at this location if our block fills to capacity.

Please make your reservation early to ensure a room at the conference location. To make a reservation:

- Make your reservation online through the reservations portal at <https://resweb.passkey.com/gc/pbs15>
- Call the national reservations department at (800) 233-1234 or call the hotel at (847) 696-1234 and request the **PBS Leadership Forum** room block.

Parking

A special parking rate of \$13.00 per day is available for conference participants staying at the Hyatt Regency O'Hare in their Self Park garage. Participants staying over night at the hotel and who made their reservations as part of our room block will automatically receive the special rate at check out.



Hyatt Regency O'Hare
9300 Bryn Mawr Avenue
Rosemont, IL 60018

(847) 696-1234
www.ohare.hyatt.com

Driving Directions from O'Hare International Airport:

- Take I-90 East to River Road South exit
- Hotel is on the left

Driving Directions from Midway Airport:

- Take Cicero Avenue North to I-55 South to I-294 North
- Follow the directions to O'Hare
- Exit River Road South
- Hotel is on the left

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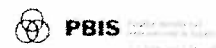
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Registration for the National PBIS Leadership Forum is Open!

- [Click here](#) to register on-line

Registration Fees & Payment Options:

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Donald E. Stephens Convention Center



5555 N. River Road
Rosemont, IL 60018

The 2015 forum will be held at the Donald E. Stephens Convention Center in the 2nd level Conference Center. All breakout session rooms will be of similar size and located in one central area with restrooms nearby.

The convention center is located next door to the Hyatt Regency O'Hare and is connected to the hotel via skybridge (an enclosed pedestrian walkway), which can be accessed from the lobby level near Red Bar. For local participants driving in daily, the convention center is also connected to the Rosemont Public Parking Garage via skybridge.

View/download the [Convention Center Skybridge Network Map](#), which identifies the Rosemont Public Parking Garage, the Hyatt Regency O'Hare, and other local hotels connected to the network.

Complimentary Wi-Fi Access

We have made arrangements with the convention center to offer complimentary Wi-Fi access for all participants for the duration of the forum. Instructions will be provided in our program book on how to access our Wi-Fi connection from your personal mobile device or laptop.

Parking

Participants driving in each day or staying at a different hotel can park in the Rosemont Public Parking Garage which is connected to the convention center via skybridge. Parking is \$13 per day, however, the parking garage does not offer in and out privileges. Please remember to bring your parking ticket with you and pay the daily rate at the kiosk at the entrance to the skybridge network prior to leaving.

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https://sites.google.com/a/midwestpbis.org/pbis-leadership-forum-2015/at-a-glance

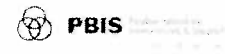
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At-a-Glance

Wednesday, October 21st

12:00pm-9:00pm Pre-Registration

Check in with us when you check into the Hyatt! Early registration will be located on the lobby level next to Red Bar.



Strands:

- PBIS Foundations
- Tier 2 Systems & Practices
- Classroom
- Tier 3 Systems & Practices
- Systems Alignment
- Juvenile Justice
- Mental Health Integration
- Equity
- Applied Evaluation
- Special Topics

Thursday, October 22nd

7:30am-8:30am Registration Check-in

8:30am-8:45am Welcome, Purpose, Advance Organizer

8:45am-9:40am Invited Keynote Speaker

9:40am-9:55am Team Time

10:00am-11:15am Breakout Sessions #1

11:30am-12:45pm Breakout Sessions #2

12:45pm-1:30pm Lunch (boxed lunch provided)

1:30pm-2:00pm Team Action Planning

2:15pm-3:30pm Breakout Sessions #3

3:45pm-4:30pm Roundtable Discussions

5:00pm-7:00pm Networking & Poster Session

Friday, October 23rd

8:00am-9:00am Plenary Session

9:15am-10:30am Breakout Session #4

10:30am-10:55am Break and Team Action Planning Time

10:55am-12:10pm Breakout Session #5

12:20pm-1:00pm Plenary Session

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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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 _____

Award of Field Contract #FC-P16-00522 – Summer 2015 Flooring Projects (Cline/Cross)

Proposals were solicited for Field Contract #FC-P16-00522, Summer 2015 Flooring Projects, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Monday, July 13, 2015. The scope of work involves the replacement of flooring in classrooms at various school sites and a restroom in the ESC building.

It is requested that the Board of Trustees award Field Contract #FC-P16-00522 to Reliable Floor Covering Inc., in the amount of \$9,282.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$9,282.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Facilities Director, that the Board of Trustees award Field Contract #FC-P16-00522, Summer 2015 Flooring Projects, in the amount of \$9,282.00 to Reliable Floor Covering Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P16-00522, Reliable Floor Covering Inc. (12 Pages)

DISTRICT GOAL(S):

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

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of August 5, 2015, between **RELIABLE FLOOR COVERING INC.** (“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 Nine Thousand Two Hundred Eighty-Two Dollars (\$9,282.00), 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 SCOPE OF WORK AND ATTACHED PROPOSALS.**

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 at Rose Avenue, Haydock, Ritchen & Soria to begin August 6, 2015 & be completed by August 14, 2015. Work at ESC to begin August 6, 2015 & be completed by August 21, 2015.**

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> X </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. P16-00522
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposals dated 7/9/15 & 7/13/15
<u> </u> Supplemental Conditions	<u> </u> Other	<u> </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 _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Larry Cross</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.

Scope of Work:

1. Install new VCT Flooring in miscellaneous sites (see attached list).
Match color and flooring at all sites EXCEPT Ritchen School. Ritchen School will be carpet.
2. Dependable shutdown will NOT be required for any repairs except for Rose Avenue Staff Restrooms.
3. Flooring specifications are attached.
4. Work at all school sites will be performed between August 6th and August 14th, 2015.
Work at ESC will be performed between August 6th, 2015 and August 21st, 2015.
Work **must be completed** by the last working day.
5. Contractor will be responsible for keeping the site in a clean and safe manner at all times.
6. District refuse containers **are not to be utilized.**
7. Any questions with regards to this project are to be directed to Larry Cross, Asst. Facilities Director at (805)290-6143.

RELIABLE FLOOR COVERING, INC.

July 9, 2015

Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
Tel: 805-385-1514 x 2505- Cell: 805-290-6143
Fax: 805-486-5848

Attn: Larry Cross
Re: Rose – 2 Restrooms

Dear Larry:

The following is the bid proposal for Rose – 2 Restroom.s

Scope of work: Furnish and install Armstrong Standard Excelon VCT into 2 Bathrooms.
Furnish and install 6" Burke Rubber Cove Base. Furnish and apply Dependalbe Cutdown II
(3 coats). Remove and dispose of existing VCT.

Total Price Tax Included: \$ 1,443.00

Customer Approval_____

Date_____

Print Name_____

Sincerely

Will Alexander

RELIABLE FLOOR COVERING, INC.

July 13, 2015

Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
Tel: 805-385-1514 x 2505- Cell: 805-290-6143
Fax: 805-486-5848

Attn: Larry Cross
Re: Rose Computer Lab and Soria Computer Lab

Dear Larry:

The following is the bid proposal for Rose and Soria Computer Labs.

Scope of work: Furnish and install Armstrong Standard Excelon VCT at removed cabinet areas.

A) Soria School Total price	\$ 800.00
B. Rose School Total price	\$ 800.00
Total Price A & B :	\$1,600.00

Sincerely

Jon Rumkin

RELIABLE FLOOR COVERING, INC.

July 9, 2015

Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
Tel: 805-385-1514 x 2505- Cell: 805-290-6143
Fax: 805-486-5848

Attn: Larry Cross
Re: Haydock Lounge 2

Dear Larry:

The following is the bid proposal for Haydock Lounge 2.

Scope of work: Furnish and install Armstrong Standard Excelon VCT into Lounge Bldg 2.
Furnish and install 6" Burke Rubber Cove Base. Remove and dispose of existing VCT.

Total Price Tax Included: \$ 2,304.00

Customer Approval_____

Date_____

Print Name_____

Sincerely

Will Alexander

RELIABLE FLOOR COVERING, INC.

July 9, 2015

Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
Tel: 805-385-1514 x 2505- Cell: 805-290-6143
Fax: 805-486-5848

Attn: Larry Cross
Re: Ritchen - Classroom

Dear Larry:

The following is the bid proposal for 1 Classroom at Ritchen.

Scope of work: Furnish and install carpet from stock into 1 Classroom. Install carpet by direct glue down method. Furnish and install 4" Burke Rubber Cove Base. Remove and dispose of existing glue down carpet.

Total Price Tax Included: \$ 2,450.00

Customer Approval_____ Date_____

Print Name_____

Sincerely

Will Alexander

RELIABLE FLOOR COVERING, INC.

July 9, 2015

Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
Tel: 805-385-1514 x 2505- Cell: 805-290-6143
Fax: 805-486-5848

Attn: Larry Cross
Re: District Office Bathroom

Dear Larry:

The following is the bid proposal for District Office Bathroom.

Scope of work: Furnish and install Armstrong Standard Excelon VCT into District Office Bathroom. Furnish and install 6" Burke Rubber Cove Base. Furnish and apply Dependalbe Cutdown II (3 coats). Remove and dispose of existing VCT.

Total Price Tax Included: \$ 1,485.00

Customer Approval_____

Date_____

Print Name_____

Sincerely

Will Alexander

OXNARD SCHOOL DISTRICT FLOORING PROJECTS

VINYL COMPOSITION TILE SHEET VINYL FLOORING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Vinyl composition tile flooring at several sites. Sites will be identified at the end of the document.

1.02 DEFINITIONS

- A. Pop-up: A pop-up is defined as any surface deviation or looseness of substrate that is equal to or greater than 1/64 (0.015625) inch above the concrete floor level, regardless of the size.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's published technical data describing materials, construction and recommended installation directions. Submit technical data and installation instructions for each adhesive material. Submit list and Product Data of recommended finish materials.
- B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care, and cleaning of vinyl composition tile.
- E. Installer's Experience Qualifications: Submit list of not less than 5 projects, extending over period of not less than 5 years, indicating installer's experience record. Submit letter from manufacturer indicating manufacturer's approval for installer of the products.

1.04 QUALITY ASSURANCE

- A. Qualifications of Installer: Minimum 5 years experience in successfully installing the same or similar flooring materials.
- B. Comply with the following as a minimum requirement:
1. All materials shall be ADA compliant.
 2. ASTM E 84: Class A Flame Spread Rating of 25 or less.
 3. Resilient Flooring shall have a coefficient of friction of at least 0.6 per ASTM D2047.
 4. Detectable/tactile warning surfaces: Special warnings for disabled persons shall comply with CBC Sections 1133B.8.3 and 1133B.8.4.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered to the Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name. Materials shall be stored at not less than 70 degrees F for not less than 48 hours before installation.

1.06 PROJECT CONDITIONS

- A. Ventilation and Temperature: Verify areas that are to receive new flooring are ventilated to remove fumes from installation materials, and areas are within temperature range recommended by the various material manufactures for Project site installation conditions.

1.07 WARRANTY

- A. Provide a 2 year warranty for material and labor.

PART 2 - PRODUCTS

2.01 DISTRICT STANDARDS

- A. The District, after years of experience with various products, has settled on certain products found to be of the best for the District's use in terms of maintenance, longevity, availability of spare parts, etc. These products have been deemed "*District Standard Products*" and are so noted below.
- B. The District will accept no substitutes for products designated as District Standard Products. The Contractor shall provide the product specified.

AVAILABLE MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
 - 1. Vinyl Composition Tile:
 - a. *District Standard Product:* Armstrong World Industries, Inc. "Excelon". .
Tile: Armstrong Imperial Texture – Standard Excelon – Vinyl Composition Tile - 12" X 12", 1/8" Gauge.
 - 3. Rubber Wall Base (TSR):
 - a. Burke Flooring Products Division, Burke Industries, Inc.
(Burke 6" cove-color to be determined) All remaining cove base after abatement to be removed and all rooms with newly installed flooring will receive new cove base. Use manufactures recommended installation and adhesive.
 - 4. Rubber Treads, Risers, and Skirtings:
 - a. Afco Rubber Corp.
 - b. Armstrong
 - c. Burke Flooring Products Division, Burke Industries, Inc.
 - d. Flexco Division, Textile Rubber Co.
 - e. Jason Industrial, Inc.
 - f. Johnson Rubber Co., Inc.
 - g. R.C. Musson Rubber Co., Inc.
 - h. Nora Flooring Division, Robus Products Corp.
 - i. R.C.A. Rubber Co.
 - j. Roppe Rubber Corp.
 - B. 5. Thresholds: *District Standard Product:* Rubber carpet-to-VCT transition strip.

2.02 MATERIALS

- A. **Vinyl Composition Tile:** Conform to ASTM F 1066, Composition 1, asbestos free, Class 2 (through pattern), 12 inch by 12 inch by minimum 1/8 inch thick, as colors as indicated. Minimum coefficient of friction of 0.6 per ASTM D2047.
- B. Crack Filler and Leveling Compound: Cementitious type, shall be Durabond's Webcrete # 95, Ardex SD-F, Armstrong S-194 or as recommended by flooring manufacturer.
- C. Concrete Primer: Non-staining type recommended by manufacturer of vinyl composition tile.
- D. Adhesive: Water based, low odor type formulated specially for installation with vinyl composition tile, and manufactured or recommended by manufacturer of vinyl composition tile.
- E. Reducer Strips: Tapered rubber not less than one inch wide, and thickness to match tile.

- F. District will be responsible for sealing and waxing the floors.
- G. **Sheet Vinyl:** Altro Designer 25 Safety Flooring. Conforms to coefficient of friction ASTM D 2047 James slip test, 2,000lb. indentation resistance standard ASTM F 970, USA class 1 ASTM E 648, ASTM 662<450 fire safety, ASTM C 501 water resistance and ASTM F 1303 flexibility test.
- H. Adhesive: ALTROFIC 30 2 PART POLYURETHANE ADHESIVE. Heat weld all seams
- I. Self cove Altro flooring 6” high with new aluminum cap metal and cove transition strips. Heat weld all seams.
- J. Moisture Barrier: Apply (3) coats of **DEPENDABLE CUTDOWN II MOISTURE VAPOR INHIBITOR** per manufacturers specifications.
- K. Crack Filler and Leveling Compound: Cementitious type, shall be Durabond’s Webcrete # 95, Ardex SD-F, Armstrong S-194 or as recommended by flooring manufacturer.
- L. Additional information: See attached Specification sheet

PART 3 - EXECUTION

3.01 COORDINATION

- A. Coordinate with related Work to assure level, smooth and clean finish surfaces to receive vinyl composition floor tile.

3.02 EXAMINATION

- A. Field verify all dimensions and other conditions affecting this Work before commencing the Work of this section.
- B. Before the Work of this section is commenced, examine surfaces to receive vinyl composition tile and correct deficiencies before commencing the Work of this section.

3.03 PREPARATION

- A. Concrete Slabs:
 - 1. Do not start preparation until adjacent concrete floor slabs are at least 90 days old.
 - 2. Leveling: Check sub-floors for true to level and plane within a tolerance of 1/8 inch in 10-feet. Test floor areas both ways with a 10-foot straightedge and repair high and low areas exceeding allowable tolerance. Pop ups shall be hammered out and floor filled with a cementitious leveling compound. Remove high areas by power sanding, stone rubbing or grinding, chipping off and filling with leveling compound, or equivalent method. Fill low areas with leveling compound. Repair and level the surfaces having abrupt changes in plane, such as trowel marks or ridges, whether or not within the allowable tolerance. Clean areas where repairs are performed.
 - 3. Cleaning: After leveling clean substrates of all deleterious substances and foreign matter.
 - 4. Cracks or Depressions: Fill voids with cementitious leveling compound of the type recommended by flooring manufacturer for the specific Work conditions.
 - 5. Contractor will use “**DEPENDABLE CUTDOWN II FLOOR PRODUCT**” to reduce vapor transmission and odor through concrete slabs. Contractor will apply (3) coats of product in accordance with manufacture product information sheet. Utilize manufacture application recommendation to reduce vapor emissions up to 15 lbs vapor emission.

3.04 INSTALLATION OF TILE

- A. Color and pattern: Install tiles in the pattern indicated on Drawings. If no pattern is indicated, then room shall be laid out in a rectangular pattern, in one color.
- B. Special designs: Floor with special designs shall be installed as indicated on Drawings or as required by the Architect.
- C. Install vinyl composition floor tile when ambient temperature is 70 degrees F or higher.
- D. Install the tile adhesive in a thin film evenly with a notched trowel. Trowel notches shall be as recommended by flooring manufacturer.
 1. Mix adhesive in accordance with manufacturer's instructions. Provide all safety precaution during mixing.
 2. Install adhesive only in the area that can be covered by flooring material within the adhesive manufacture's recommended working time.
 3. Remove adhesive that has dried or filmed over.
 4. Adhesive application rate shall be as required to avoid telegraphing trowel lines to the surface after maintenance coatings are applied. Adjust tile runoff during installation if necessary.
- E. Provide reducer where floor covering edges are exposed, such as at center of the door or where floor coverings terminate.
- F. Install vinyl composition tile in accordance with manufacturer's recommendations. Tiles shall fit snugly at wall. Closely trim to pipes, jambs, outlets, and similar conditions.
- G. Install tiles symmetrically about centerlines of areas progressing toward walls. Adjust border tiles as required. Tiles shall be straight and joints close. Tile shall be cut to fit snugly at doorframes, and walls.
- H. Mechanically cut flooring material to produce square true edges.
- I. As floor tile is installed, the floor shall be rolled with a clean, 150-pound roller in both directions.
- J. Sheet Vinyl: Install using manufacturer's recommendations and in a manner that reduces seams to a minimum.

3.05 CLEANING, WAXING, AND COMPLETION

- A. Keep all flooring surfaces clean as installation progresses.
- B. Clean flooring when sufficiently seated and remove foreign substances.
- C. Clean adjacent surfaces of adhesive or other materials. Replace damaged or defective Work to the specified condition.

3.06 CLEAN UP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

3.07 PROTECTION

- A. Protect the Work of this section until Substantial Completion. Contractor is responsible for all materials on site.

District Requests

- Contractor is not to use district trash containers.
- Contractor is to remove all debris from the site daily.
- There is to be no materials, trash or equipment accessible to students at any times.
- Contractor will check out keys and alarm codes from Oxnard School District Facilities.

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 5, 2015**

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

LIABILITY CLAIM: VCBA07035A1 (Vaca/Magaña)

On June 23, 2015, the Oxnard School District received a Verified Claim from the claimant, a former employee of the Oxnard School District.

The claimant alleges that the District failed to pay and wrongfully terminated the claimant, and is alleging Breach of Contract and Wrongful Termination.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA07035A1.

ADDITIONAL MATERIAL

None.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 08/05/15

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 _____

SUMMARY OF MEASURE “R” SERIES D BOND ISSUANCE (Morales/Cline/CFW)

On June 24, 2015 the Board of Trustees (“District Board”) took action and approved Resolution #15-06 authorizing the issuance and sale of the Oxnard School District’s Measure “R” Series D Bonds. On July 22, 2015, the District and its Financing Team successfully completed the transaction. In concert with the District’s policy of transparency, the attached presentation is a summary of the transaction for the benefit of the District Board and public. The presentation summarizes:

- Review of major milestones
- District’s rating outcome and rationale
- Costs of issuance and bond proceeds for the transaction
- Market conditions

RECOMMENDATION

It is the recommendation of the District Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees receive the Summary of the Measure “R” Series D Bond Issuance.

ADDITIONAL MATERIAL

Attached: Summary of Measure “R” Series D Bond Issuance (6 pages)



Caldwell Flores Winters,
Inc.

6425 Christie Avenue, Suite 270 – Emeryville, CA 94608
1901 Victoria Avenue, Suite 106 – Oxnard, CA 93035
815 Colorado Boulevard, Suite 200 – Los Angeles, CA 90041

(510) 596-8170 – Phone
(510) 596-0208 – Fax



OXNARD SCHOOL DISTRICT

August 2015

Summary of Measure “R” Series D Bond Issuance

Review of Major Milestones

- On November 6th, 2012, the voters within the District approved a \$90 million G.O. Bond authorization, Measure “R”
- The District previously sold \$59.6 million in bonds, leaving approximately \$30.4 million in remaining authorization
- On June 24, 2015, the District board considered and approved a bond resolution authorizing the sale of the final 2015 Series D bonds
- The sale of bonds required approval of a bond debt limit waiver by the California Department of Education, which the District successfully obtained on July 8, 2015
- On July 9, 2015, District staff presented to Standard & Poor’s (S&P) Rating Services requesting a rating for the 2015 Series D bonds
- On July 22, 2015, the District successfully sold \$30,360,000 in 2015 Series D bonds
- The transaction is scheduled to close on August 4, 2015, at which time proceeds will be deposited in the District’s Building Fund and made available for projects

District Credit Ratings

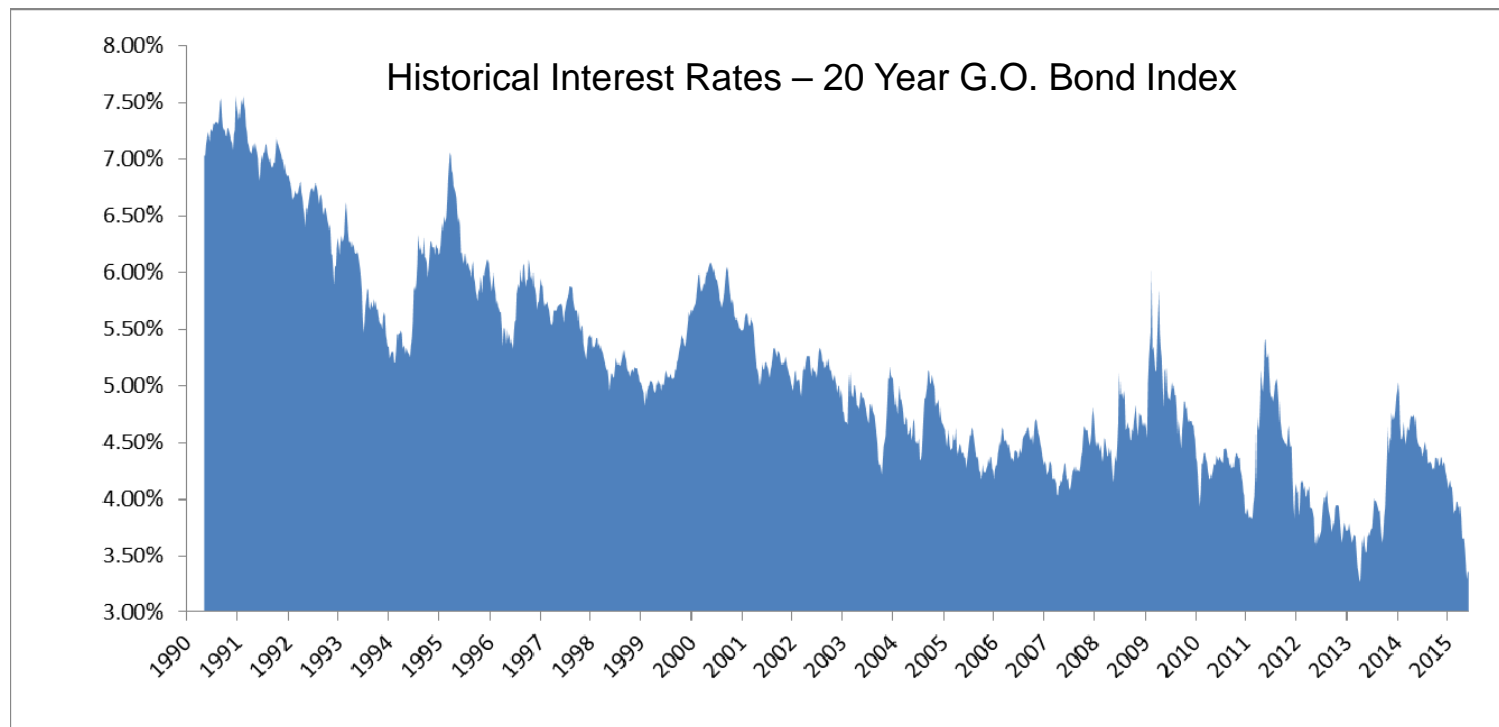
- As part of the bond issuance process, the District requested a credit rating from S&P
- On July 9, 2015, the District's Assistant Superintendent for Business & Fiscal Services and CFW conducted a call with the rating agency to provide an update of the economic profile of the District and its service area
- S&P assigned the District a rating of A+ with a "Stable" outlook citing the following credit strengths:
 - ✓ Participation in the diverse Ventura County economy
 - ✓ Strong property and wealth indicators
 - ✓ Low overall net debt burden
 - ✓ Historically strong fund balance position and improving State funding
 - ✓ Recent positive trends in average daily attendance levels
- The District's strong rating translates directly to a lower cost of borrowing for the District and the tax payer

Summary of Sale

- On July 21, 2015, the District, CFW, and representatives of Stifel, Nicolaus & Company (Underwriter) conducted a pre-pricing call to set the parameters of the bond sale and review market conditions
- The District successfully sold \$30,360,000 in 2015 Series D G.O. bonds
- Strong demand for the District's bonds resulted in an oversubscription in orders for most maturities
- Based on the strong demand, the underwriter was able to lower interest rates by up to 9 basis points in certain maturities
- The bonds were sold as all Current Interest Bonds (CIB) and included a step coupon structure for the final maturity; this series of bonds does not contain any Capital Appreciation Bonds (CABs)
- The bonds have a term of 25 years
- The average interest rate (arbitrage yield) on the bonds is approximately 3.71%
- At the time of the bond sale, approximately \$1,959,505 in premium was generated for the capitalized interest fund, as well as to pay the underwriter's fee of \$116,886 and bond insurance in the amount of \$100,831
- The District elected to use bond proceeds to pay for Costs of Issuance, which included a contingency, totaling \$200,000

Beneficial Market Conditions

- Interest rates are near historical lows and have recently experienced an upward trend
- Interest rates are expected to rise throughout 2015
- The final structure of the bond sale benefited significantly from an advantageous interest rate market and world events



Source: Bond Buyer, SourceMedia

Questions?

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** August 5, 2015

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

an eight hour, 246 day Director of Transportation, position number 7103, to be established in the Transportation department. This position will be established to oversee and manage the Transportation department.

an eight hour, 246 day Administrative Assistant Bilingual, position number 7098, to be established in the Special Education department. This position will be established to provide support to the Director of Special Education.

an eight hour, 192 day Intermediate School Secretary Bilingual, position number 7015, to be established at Chavez school. This position will be established to provide additional support for students and staff.

an eight hour, 192 day Intermediate School Secretary Bilingual, position number 7016, to be established at Lemonwood school. This position will be established to provide additional support for students and staff.

a five hour, 192 day Site Technology Technician, position number 7132, to be established at Kamala school. This position will be established to provide additional support.

Abolish

an eight hour, 246 day Transportation Manager, position number 409, to be abolished in the Transportation department. This position will be abolished due to lack of work.

a five and a half hour, 183 day Assistant to the Physically Handicapped, position number 483, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

a five and a half hour, 183 day Assistant to the Physically Handicapped, position number 707, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

a five and a half hour, 183 day Assistant to the Physically Handicapped, position number 1534, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

a seven hour, 183 day Assistant to the Physically Handicapped, position number 1002, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

a seven hour, 183 day Assistant to the Physically Handicapped, position number 2251, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

a seven hour, 183 day Assistant to the Physically Handicapped, position number 704, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

a seven hour, 183 day Assistant to the Physically Handicapped, position number 1275, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

Increase

a five hour, 185 day Child Nutrition Worker, position number 783, to be increased to five and a half hours at Marina West school. This position will be increased due to the increase in meal serving.

a five hour, 185 day Child Nutrition Worker, position number 81, to be increased to five and a half hours at Marina West school. This position will be increased due to the increase in meal serving.

a five hour, 185 day Child Nutrition Worker, position number 782, to be increased to five and a half hours at Marina West school. This position will be increased due to the increase in meal serving.

a three hour, 185 day Child Nutrition Worker, position number 1586, to be increased to four hours at Marina West school. This position will be increased due to the increase in meal serving.

a three hour, 185 day Child Nutrition Worker, position number 2840, to be increased to four hours at McKinna school. This position will be increased due to the increase in meal serving.

a five and a half hour, 183 day Paraeducator II, position number 721, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet student needs.

a four and a half hour, 183 day Paraeducator II, position number 671, to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to meet student needs.

a four hour, Paraeducator Hearing Impaired, position number 2842, to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to meet student needs.

FISCAL IMPACT:

Cost for Director of Transportation - \$122,479 General funds

Cost for Administrative Assistant - \$74,069 General funds

Cost for Intermediate School Secretary - \$58,477 General funds

Cost for Intermediate School Secretary - \$58,477 General funds

Cost for Site Technology Technician - \$28,973 Site Discretionary

Savings for Transportation Manager - \$107,422 General funds

Savings for Assistants to the PH - \$293,296 Special Education

Cost for Child Nutrition Workers - \$14,264 Child Nutrition Services

Cost for Paraeducator II - \$876.80 Special Education

Cost for Paraeducator II - \$8,546 Special Education

Cost for Para Hearing Impaired - \$8,546 Special Education

RECOMMENDATION:

Approve the establishment, abolishment, and increase, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** August 5, 2015

- 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

Cassandra Allison	Teacher, Special Education DHH, Marshall	June 19, 2015
Debbie M. Brillante	Teacher, Special Education M/M, San Miguel	August 17, 2015
Maritza Loya Castro	School Counselor, Soria	August 17, 2015
April Daniely	Teacher, Physical Education, Lemonwood	August 17, 2015
Yolanda Hopkins	Teacher, 1 DLI (BCLAD), Lemonwood	August 17, 2015
Carole Puls-Gonzales	Teacher on Special Assignment, McKinna	August 17, 2015
Sofia Ramirez	Teacher, Special Education DHH	June 19, 2015
Victor Rodriguez	Teacher, TBD, Soria	August 17, 2015
Laura M. Uchiyama	Teacher, Special Education M/M	August 17, 2015
Laura Ann Wilson	Teacher, Special Education M/M	August 17, 2015

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Judith Gorcey	Marina West	September 8, 2015
Virginia L. Matthews	McKinna	August 24, 2015

RETURN FROM LEAVE OF ABSENCE

Lucinda Harrel	Teacher, 5 SEI, Marshall	August 17, 2015
Jennifer Hiji-Madrid	Teacher, Kindergarten SEI, Lemonwood	August 17, 2015
Adriana Ramos	Teacher, Spanish, Fremont	August 17, 2015
Sezina Saballett	Teacher, 4 SEI, Marshall	August 17, 2015
Michael Stalvey	Teacher, Elementary Support Teacher, Elm	August 17, 2015

RESIGNATION

Jaelyn Ball	Teacher, Mathematics, Frank	June 19, 2015
Esther V. Garcia	Assistant Principal JH, Curren	July 1, 2015
Stacy N. Shin	Speech/Language Specialist, Pupil Services	July 17, 2015

RETIREMENT

Nesta L. Campbell	Pupil Services, Program Specialist	July 1, 2015
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CLASSIFIED PERSONNEL ACTIONS

New Hire

Alfaro Vazquez, Karen	Intermediate School Secretary, Position #649 Fremont 8.0 hrs./192 days	08/10/2015
Andaya, Sherylyn	Office Assistant II, Position #26 Fremont 2.0 hrs./203 days	08/03/2015
Andaya, Sherylyn	Office Assistant II, Position #2872 Frank 2.5 hrs./192 days	08/10/2015
Bautista, Juan	Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days	08/19/2015
Briscoe, Anthony	Director of Transportation, Position #7103 Transportation 8.0 hrs./246 days	06/15/2015
Ford, Griffin	Accounting Specialist III, Position #846 Budget & Finance 8.0 hrs./246 days	06/29/2015
Harlin, Alejandra	NfL Family Liaison, Position #2433 Sierra Linda 6.0 hrs./180 days	08/19/2015
Pelaya, Diana	Intermediate School Secretary, Position #2669 Soria 8.0 hrs./192 days	08/17/2015

Limited Term

Lisanti, Rose M.	Paraeducator	06/15/2015
Mendoza, Alejandro	Paraeducator	07/13/2015

Exempt

Serratos, Carlos	Campus Assistant	06/12/2015
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Promotion

Burkhart, Alma	Intermediate School Secretary (B), Position #649 Fremont 8.0 hrs./192 days	08/10/2015
Ludy, Lamar	Office Assistant II (B), Position #475 Haydock 8.0 hrs./203 days	07/13/2015
Rodriguez, Petula	Paraeducator III, Position #977 Pupil Services 5.75 hrs./183 days	08/19/2015
	Paraeducator II, Position #1199 Pupil Services 5.75 hrs./183 days	
	Outreach Specialist (B), Position #2947 McKinna 8.0 hrs./180 days	
	NfL Family Liaison, Position #6405 Sierra Linda 6.0 hrs./180 days	

Transfer

Cardenas, Jesus	Custodian, Position #573 Ramona 8.0 hrs./246 days	07/23/2015
Jimenez, Edgard	Custodian, Position #533 Chavez 8.0 hrs./246 days	07/06/2015
Marron, Cesar	Custodian, Position #2542 Haydock 8.0 hrs./246 days	07/20/2015
	Custodian, Position #2543 McAuliffe 4.0 hrs./246 days	
	Custodian, Position #1326 Ritchen 8.0 hrs./246 days	
	Custodian, Position #6448 Driffill 4.0 hrs./246 days	
Ramirez, Eusebia	Paraeducator II (B), Position #7037 Pupil Services 5.75 hrs./183 days	07/01/2015
	Paraeducator II (B), Position #6799 Pupil Services 5.75 hrs./183 days	

Reclassification

Reyes, Melissa	Buyer, Position #1286 Purchasing 8.0 hrs./246 days Purchasing Specialist, Position #1286 Purchasing 8.0 hrs./246 days	07/10/2015
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Medical Layoff

2059	Maintenance Worker II, Position #1595 Facilities 8.0 hrs./246 days	06/09/2015
2390	Custodian, Position #1326 Ritchen 8.0 hrs./246 days	06/16/2015

Unpaid Leave of Absence

Avila, Kimberly	Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./185 days	06/19/2015-10/5/2015
Mendoza, Laura	Paraeducator II, Position #5465 Pupil Services 5.75 hrs./183 days	08/17/2015-08/12/2016

Resignation Correction

Bennett, Catherine	School Occupational Therapist, Position #2865 Pupil Services 8.0 hrs./203 days	06/19/2015 06/22/2015
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Resignation

Gutierrez, Jorge	Executive Director of Facilities Planning, Engineering and Operations, Position #1456 Facilities 8.0 hrs./246 days	06/19/2015
Pio, Henry	Green Schools/Energy Conservation , Position #5841 Facilities 8.0 hrs./246 days	07/17/2015
Zamora, Elisa	Paraeducator III, Position #6172 Pupil Services 5.75 hrs./203 days	07/17/2015

Retirement

Houlden, Susan	Accounting Specialist III, Position #1810 Budget & Finance 8.0 hrs./246 days	12/16/1993-08/31/2015
Rodriguez, Kathy	District Textbook Coordinator, Position #2300 Educational Resource Center 8.0 hrs./246 days	12/3/1979-08/31/2015

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/5/15

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

DISTRICT IPAD SELF-INSURANCE AND 2014-15 LOSS INFORMATION (Cline)

The Board will receive a presentation relative to District self-insurance for iPads and information regarding losses during the 2014-15 fiscal year.

FISCAL IMPACT

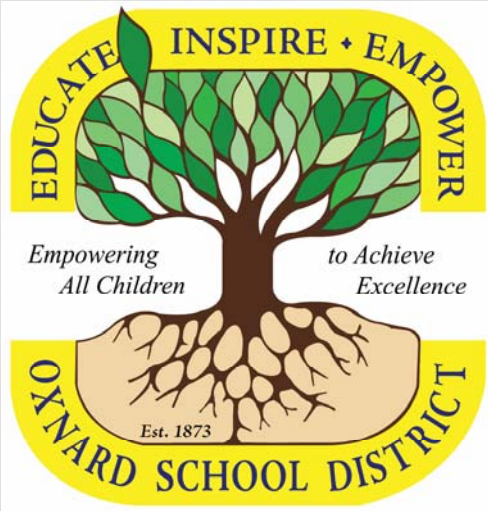
No fiscal impact to the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve continuing the District's self-insurance plan at the current rates of \$10.00 per year per iPad, and \$30.00 per year per laptop.

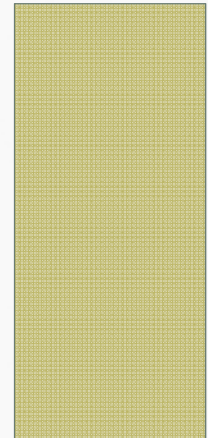
ADDITIONAL MATERIAL

Attached: PowerPoint Presentation (7 pages)



IPAD INSURANCE AND LOSS INFORMATION

PRESENTED ON: AUGUST 5, 2015



INTRODUCTION

- Oxnard School District deployed 18,052 iPads in the 2014-15 school year.
- This includes iPads to students, teachers and support employees.
- An insurance policy was offered to students' families and staff at a cost of \$10 per year/ per iPad or \$30 per year for a laptop.

2014-15 LOSS INFORMATION- ALL

- Total iPads Deployed in 2014-15: 18,052

	<u>Count</u>	<u>% of Total</u>	<u>Cost</u>
• Lost or stolen iPads:	190	1.05%	\$97,926
• Repaired iPads	516	2.86%	\$61,404
• Damaged iPad Screens:	106	.59%	\$ 1,442
• Damaged/lost cables:	2,215	12.27%	\$30,244
• Damaged/lost case or stand:	660	3.66%	\$ 6,653
• Totals	3,687	20.42%	\$197,669

2014-15 LOSS INFORMATION- INSURED IPADS

- Total iPads Deployed in 2014-15: 18,052

	<u>Count</u>	<u>% of Total</u>	<u>Cost</u>
• Lost or stolen iPads:	100	.55%	\$51,540
• Repaired iPads	402	2.23%	\$47,838
• Damaged iPad Screens:	106	.59%	\$ 1,442
• Damaged/lost cables:	587	3.25%	\$20,550
• Damaged/lost case or stand:	218	1.21%	\$ 3,501
• Totals	1,413	7.83%	\$124,871

INSURANCE FUND BALANCE

- Over 13,000 students and staff participated in the insurance plan in 2014-15 generating \$141,697 in revenue.
- Total costs to repair/replace covered damages was \$124,871
- Remaining balance in fund is \$16,826.

PROPOSED 2015-16 INSURANCE PLAN

- Using the loss figures for the last year, we are proposing to keep the following rates for the second year of the plan:
 - *Coverage for replacement or repair of iPad, cover or cables: \$10.00 per year*
 - *Coverage for replacement or repair of laptop computers: \$30.00 per year*
- *Estimating that at least 75% of parents and 25% of staff will participate, this will generate approximately \$138,000.*

CONCLUSION

- Staff requests that the Board approve continuing the District's self-insurance plan at the current rates of \$10 per year/per iPad and \$30 per year/per laptop.
- Questions?

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 08/05/15

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

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio School District, attended the MICOP Indigenous Conference at Oxnard College on April 17, 2015 and the Middle School Promotion Ceremonies at Oxnard School District on June 17, 2015.

A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on those dates, and Rio School District has requested reimbursement for the substitute costs of \$271.92.

Education Code Section 44987.3 (d) stipulates “*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*”

FISCAL IMPACT

Reimbursement is requested in the amount of \$271.92 to be paid from the General Fund.

RECOMMENDATION

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

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor(s): Cline/CFW

Date of Meeting: 8/5/15

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 Amendment No. 1 to the Preconstruction Services Agreement (#13-118) between The Oxnard School District and Swinerton Builders to provide additional Preconstruction Services for the Lemonwood Early Child Development Center Project. (Cline/CFW)

The District released the Selection Package for Lease Leaseback Pre-Construction Services for Project No. 3 (“Project No. 3”) on August 20, 2013, which provides for the reconstruction of Lemonwood Elementary School on the existing school site. All preconstruction work on Project No. 3 is to be assigned to a single firm pursuant to the Lease Leaseback method of delivery.

The Selection Package for Lease Leaseback Pre-construction Services was distributed to the six prequalified lease leaseback construction management firms approved by the Oxnard School District Board of Trustees. Each Firm was invited to participate in the assignment process for Project No. 3, or to decline. Three (3) Firms responded with a proposal:

1. **Swinerton Builders (responded – recommended)**
2. **Bernards (responded)**
3. **Vanir Construction Management, Inc. (responded)**
4. *Bruns Belmont Construction, Inc. (declined)*
5. *C.W. Driver (declined)*
6. *Seward L. Schreder Construction, Inc. (declined)*

Interviews were held with all three participating firms on September 18, 2013 to address the requirements and considerations of building on an occupied site.

After carefully considering the proposals and the interviews, the District Selection Committee independently evaluated both the proposals and the interviews using a consistent and objective set of criteria. The Committee’s rankings were consistent and unanimously recommended the appointment of Swinerton Builders for pre-construction services for Project No. 3.

In January 2015 The Board of Trustees approved and adopted the fourth Semi-Annual Report of the Facilities Implementation Program, which provided a budget of \$860,286 for the reconfiguration of the existing Building 3 at Lemonwood Elementary School into an Early Child Development Center. The programming and conceptual reconfiguration for the facility was presented to the Board and received approval on February 4, 2015.

During the Regular Meeting of June 3, 2015, The Board of Trustees approved Amendment #001 to Architectural Services Agreement #12-231 with SVA Architects, to provide additional design services for the Lemonwood Early Child Development Center. SVA Architects received approval due to schedule and design efficiencies anticipated from SVA Architects familiarity with the existing site, and reuse of preexisting design product applicable to the Early Child Development Center.

Design development is in progress for the Lemonwood Early Child Development Center, with a target date for DSA submittal in late August 2015. The District has obtained a proposal from Swinerton Builders to provide Pre-Construction Services for the Lemonwood Early Child Development Center. The benefits of continuity and efficiency for the design development process gained through the assignment for design to SVA Architects would be further enhanced by the assignment for pre-construction services to Swinerton Builders due to their involvement with Pre-construction services for the Lemonwood Reconstruction Project.

Construction Services Agreement **#13-118**
Amendment No. 1
Consultant: **Swinerton Builders**
Date Issued: **11/17/13**
Amount of this Amendment: \$17,000.00

FISCAL IMPACT:

The Preconstruction services will be completed for a lump sum fixed fee of:

Seventeen Thousand Dollars and Zero Cents [\$17,000.00] to be funded from Measure "R"

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees Approve Amendment No. 1 to Preconstruction Services Agreement #13-118 with Swinerton Builders to provide Preconstruction Services for the Lemonwood Early Child Development Center.

ADDITIONAL MATERIAL(S):

- Amendment No. 1 to Pre-Construction Services Agreement No. 13-118 (2 pages)
- Exhibit 1 to Amendment No. 1 – February 4, 2015 Board Presentation (9 pages)
- Exhibit 2 to Amendment No. 1 – Swinerton Proposal (5 pages)
- Master Agreement #13-118, Swinerton Builders (48 pages)

GOALS:

GOAL FIVE:

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

**Amendment No. 1 to Lease Leaseback
Pre-construction Services Agreement No. 13-118**

The Pre-Construction Services Agreement No. 13-118 (“Agreement”) entered into as of October 2, 2013, by and between the Oxnard School District (“District”) and Swinerton Builders (“Construction Manager”), is hereby amended by the Parties as set forth in this Amendment No. 1 to the Pre-Construction Services Agreement No. 13-118 (“Amendment”).

RECITALS

WHEREAS, the District retained Construction Manager to provide pre-construction services for Project No. 3 of the District’s Facilities Implementation Plan, otherwise referred to as the Lemonwood Elementary School Reconstruction Project (“Project”);

WHEREAS, the Construction Manager has completed the pre-construction services for the Project, and the Project related construction documents have been submitted to the Division of the State Architect (“DSA”) for review and approval;

WHEREAS, the Board of Trustees for the District has considered the vision statement for the Early Childhood Development Center at Lemonwood Elementary School (“ECDC”) and has directed CFW to proceed with the design of the ECDC and with the related pre-construction work;

WHEREAS, the Board of Trustees for the District recognizes that there are schedule, design efficiencies and construction efficiencies that may be achieved by amending the existing contract with the Construction Manager to include the additional ECDC pre-construction services because of the Construction Manager’s familiarity with the site, the logistics of performing a reconstruction project on an occupied Lemonwood Elementary School Campus, and reuse of pre-existing work product applicable to the facility

NOW THEREFOR, for good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to amend SECTION 3 of the Agreement by adding the following language:

The definition of Project is expanded to include the additional proposed Early Childhood Development Center more fully described in Exhibit “1” hereto, consisting of modifying the existing Kindergarten Building, Building 3, a six classroom facility. Reconfiguration will accommodate two kindergarten classrooms, three pre-school classrooms with immediate access to shared support spaces that are to be developed through reconfiguration of one classroom into an activity room, work room, storage room and separate restrooms for students and staff.

**Amendment No. 1 to Lease Leaseback
Pre-construction Services Agreement No. 13-118**

The Parties agree to amend SECTION 4 of the Agreement by adding the following language:

The definition of Basic Services for the Pre-Construction Phase is expanded to include the deliverables and submittals required under Exhibit 2 attached hereto. Terms used in Exhibit 2 shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.1.2 to the Agreement as follows:

5.1.2. Additional Compensation for Basic Services Related to the Pre-construction Phase for the ECDC. The Construction Manager shall perform the Basis Services related to the Pre-construction Phase for the ECDC set forth in the Agreement and in this Amendment, including the deliverables and submittals set forth in Exhibit 2 attached here, for an additional flat “all-in” Basic Fee for the additional work totaling:

Seventeen Thousand Dollars and Zero Cents [\$17,000.00]

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of the Agreement and this Amendment.

The Parties agree that all other provisions of the Pre-Construction Services Agreement No. 13-118 entered into and executed by the Parties on October 2, 2013 remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto execute this Amendment and represent that each has the authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: _____
Dr. Cesar Morales, Superintendent

Date

SWINERTON BUILDERS

By: _____
Bonnie Martin, Project Executive

Date



EXHIBIT 1

Oxnard School District

Facilities Implementation Program **Lemonwood Pre-School Facility**

Board Presentation

February 4, 2015



Caldwell Flores Winters, Inc.
Facilities Planning, Public Finance, Program Administration

The logo for Caldwell Flores Winters, Inc. consists of the letters "CFW" in a large, bold, yellow, sans-serif font.

OVERVIEW

- The District has emphasized the importance of its preschool/early childhood education program in ensuring that students enter the District ready for elementary school curriculum
- The programs also help prepare substantial numbers of English Learner (EL) students for greater success in Kindergarten and support their further enrollment in District schools
- In January 2014, the Board approved and adopted the fourth Semi-Annual Report of the Facilities Implementation Program, providing an updated roadmap for District improvements
- The adopted budget includes improvement to existing spaces on the Lemonwood campus to be retained during construction of the new facilities and utilized for the provision of a Pre-Kindergarten program
- The District has existing funding eligibility for classroom modernization that provides a unique opportunity to utilize such spaces for the provision of modern, permanent preschool facilities

ADOPTED SPECIFICATIONS

- In order to meet State licensure requirements, facilities intended for use as a preschool must conform to Title 22 of the California Code of Regulations
- An Educational Specification conforming to these State requirements has been developed and is shown in the table below, as included within the third Semi-Annual Facilities Implementation Program update adopted by Trustees in July 2014
- The Specification provides for theoretical capacity per State guidelines; in practice Oxnard preschool programs may vary from site to site
- Program requirements have been assessed specifically for the Lemonwood campus in order for the specification to be adapted proportionally to the proposed Lemonwood facility

<i>Description</i>	<i>Area</i>	<i>Units</i>	<i>Quantity</i>	<i>Total</i>
Indoor Activity Space				5,745
Classroom	1,120	sf	4	4,480
Restroom / Drinking Fountain	85	sf	9	765
Workroom / Storage	200	sf	2	400
Equipment Storage	100	sf	1	100
Outdoor Activity Space				9,600
Activity/Play area	8,400	sf	1	8,400
Play Structure	1	ea		
Shaded rest area	1,200	sf	1	1,200
Drinking Fountain	1	ea		
			TOTAL	15,345

LEMONWOOD: EXISTING CONDITIONS



BUILDING 3: Existing Lemonwood Kindergarten

LEMONWOOD: RECONSTRUCTED K-8 CAMPUS



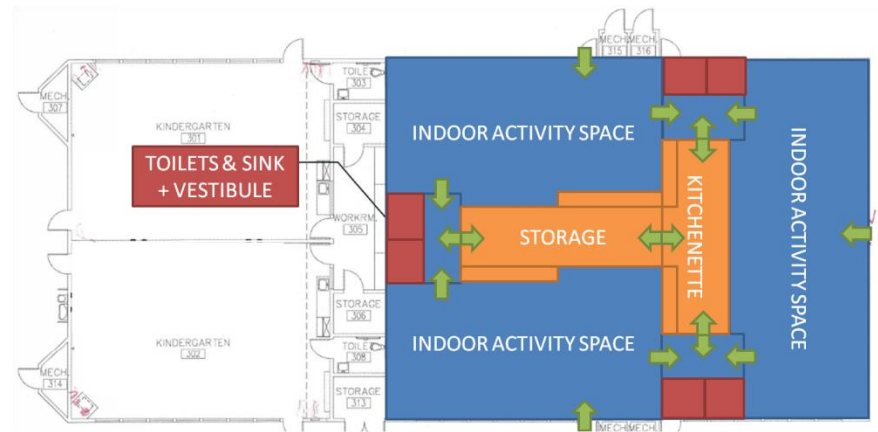
Proposed Early Childhood Development Center

SAN MATEO PLACE

PROPOSED RECONFIGURATION

- Upon construction of the new Lemonwood site, one original building will be retained and improved for use as a permanent preschool facility
- Building 3 is a six-room facility containing two existing full-size Kindergarten rooms (Rooms 301-302) that have immediate access to student toilets, storage, and adequate indoor play space, which jointly require only limited improvements to the approximately 2,300 square feet on the west of the building
- The remaining four rooms (309-312) are recommended for reconfigured into three preschool classrooms; these three modernized classrooms will provide, in the aggregate, approximately 3,600 square feet of functional space, divided into the following uses:

- ✓ 3 rooms with indoor activity space pursuant to State requirements
- ✓ Shared student toilets and adjacent hand washing stations
- ✓ Shared workroom/storage
- ✓ Shared kitchenette area



Conceptual diagrams are undergoing review by District staff prior to development of actual proportions or dimensions as determined by the selected design team

ADOPTED BUDGET

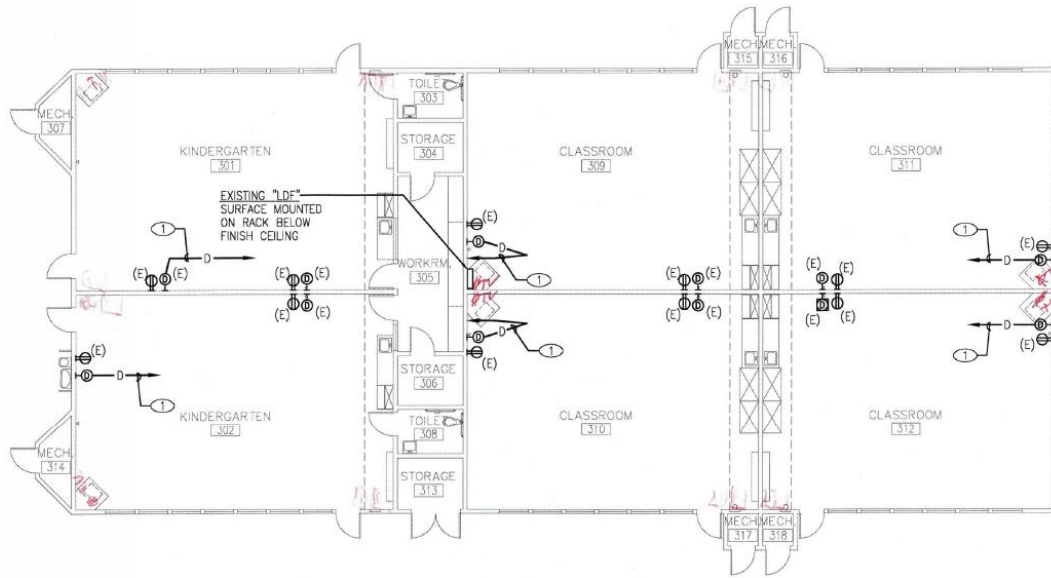
- Improved cost efficiency may be achieved by taking advantage of existing construction mobilization at the Lemonwood site; project costs may be addressed in several ways:
 - ✓ Project costs for the preschool can be included in the Guaranteed Minimum Price (GMP) for the Lemonwood School project, or added onto the GMP
 - ✓ Project costs can be handled separately, and independently of the Lemonwood GMP

Description	Quantity	Units	Budget
Lemonwood			
Upgrade Ext. CR Space to Three 21st Century Preschool Classrooms	2625	sf	\$466,949
Upgrade Ext. CR Space to Shared Kitchenette	125	sf	\$19,804
Upgrade Ext. CR Space to Shared Workroom/Storage	300	sf	\$37,281
Upgrade Ext. CR Space to Provide Five Student Toilets and adjacent Hand Washing Stations	485	sf	\$240,693
Upgrade Space to Provide Staff Toilets	85	sf	\$42,183
Four (4) Foot Fence Around Play Area	398	lf	\$4,105
Allowance for Improvement to spaces not subject to Reconfiguration	2304	lf	\$49,371
Subtotal - Lemonwood	5924		\$860,386

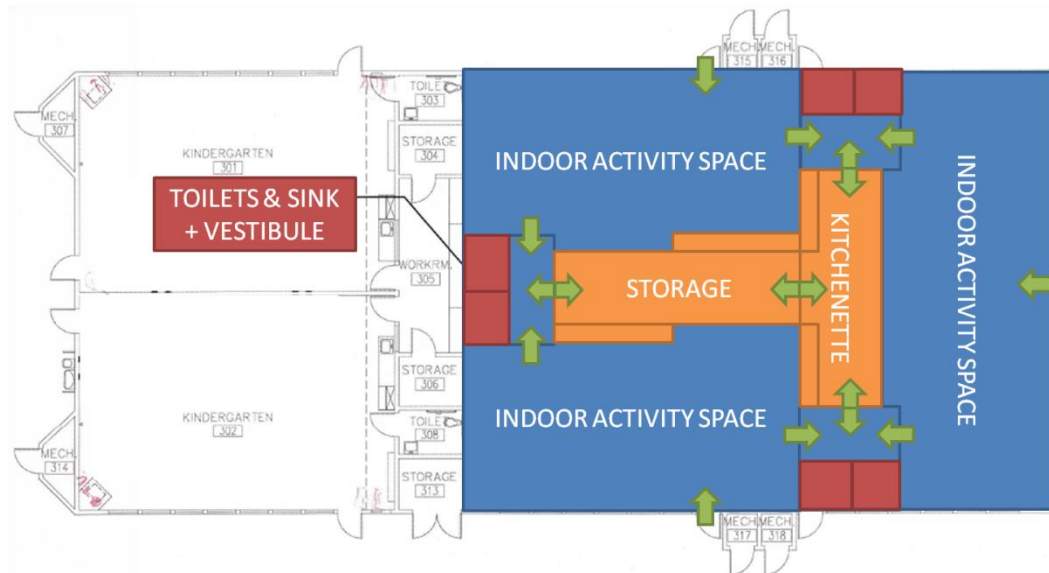
NEXT STEPS & DELIVERY METHOD

- The Program Team will proceed with the selection and assignment of a prequalified architectural firm to begin formal design work on the reconfiguration of Building 3
- Continued discussion with the California Department of Education (CDE) and with the staff of the District's preschool program will inform design details and confirm required furnishings, fixtures, and equipment for the reconfigured spaces
- CFW will return to the Board with a proposed conceptual design for reconfiguration as well as recommendation for the assignment of design team members
- If this component is included as part of the Lemonwood School project, a lease-leaseback (LLB) method of delivery may be utilized
- In this case, the contractor would participate in the project to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is appropriate for the District's preschool program and meets the District's budget and timeline

LEMONWOOD: EXISTING BUILDING 3 LAYOUT



LEMONWOOD: CONCEPTUAL PRESCHOOL LAYOUT





June 16, 2015

Mr. Yuri Calderon
Chief Operating Officer
Caldwell Flores Winters
6425 Christie Avenue, Ste. 270
Emeryville, CA 94608

Re: Swinerton Builders Proposal for LLB Preconstruction Services for the Oxnard School District, Lemonwood Early Childhood Development Center

Dear Mr. Calderon:

Swinerton Builders appreciates the opportunity to respond to Oxnard School District's request for proposal for lease-leaseback preconstruction services for the Early Childhood Development Center (ECDC) at Lemonwood Elementary School. We value the ongoing relationship that has been established between the District, CFW, SVA, and other project stakeholders and are excited about the possibility of further cementing this relationship with the ECDC project. We are pleased to submit our proposal for such a great opportunity.

Swinerton has reviewed the RFP document and prepared a detailed conceptual cost estimate (attachment A) and preconstruction fee proposal (Attachment B) based upon the Vision and Specifications for the project and our knowledge of the existing campus facilities.

Swinerton is committed to Oxnard School District's mission of academic innovation and increased student performance through facilities, technology, and a focus on the early education of its students. Swinerton will work closely with the District, CFW, and SVA to create a learning environment that is cutting edge, budget conscious, and also serves the needs of the District, its students, and the wider Oxnard community.

As a member of your lease-leaseback team, Swinerton is uniquely qualified to provide services for the Oxnard Early Childhood Development Center project. Given our knowledge of the campus, excellent working relationship with the team, depth of resources, and existing presence on the campus, we are positioned to provide unparalleled service at the best possible value for the District.

We recognize that our role is to not just provide the construction of facilities but also to further the mission of our education clients. Our sensitivity to this understanding underscores our commitment and the manner by which we will provide services throughout the project to ensure that the Lemonwood E.S. Early Childhood Development Center is optimized to best serve the students, faculty, and the District. We thank you again for the opportunity to submit our proposal and we look forward to continuing our partnership that combines our expertise with the District's vision.

Sincerely,

Scott Augustine
Project Manager

CC: Bonnie Martin

Project: Lemonwood - Early Childhood Dev
 Owner: Oxnard School District
 Architect: SVA
 Location: Oxnard, CA



Description	SF	3,626		
Gross area	SF	3,626		
	Rates	Total	\$/GSF	Comments
A10 - Foundations		\$ -	\$ -	
A20 - Basement construction		\$ -	\$ -	
B10 - Superstructure		\$ -	\$ -	
B20 - Exterior enclosure		\$ 10,050	\$ 2.77	
B30 - Roofing		\$ -	\$ -	
C10 - Interior construction		\$ 205,352	\$ 56.63	
C20 - Stairs		\$ -	\$ -	
C30 - Interior finishes		\$ 80,654	\$ 22.24	
D10 - Conveying		\$ -	\$ -	
D20 - Plumbing		\$ 79,500	\$ 21.92	
D30 - HVAC		\$ 65,268	\$ 18.00	
D40 - Fire protection		\$ 9,065	\$ 2.50	
D50 - Electrical		\$ 181,300	\$ 50.00	
E10 - Equipment		\$ -	\$ -	
E20 - Furnishings		\$ 101,457	\$ 27.98	
F10 - Special construction		\$ -	\$ -	
F20 - Selective demolition		\$ 9,520	\$ 2.63	
G20 - Sitework		\$ 24,375	\$ 6.72	
G70 - Offsite work		\$ -	\$ -	
Subtotal - Hard Cost		\$ 766,541	\$ 211.40	
Subguard insurance	1.150%	\$ 8,815	\$ 2.43	
Contractor contingency	5.000%	\$ 38,327	\$ 10.57	
General conditions	\$ 22,000	\$ 22,000	\$ 6.07	
Preconstruction services	\$ 17,000	\$ 17,000	\$ 4.69	
Design fee - excluded	\$ -	\$ -	\$ -	
General insurance	1.200%	\$ 10,232	\$ 2.82	
Builder's Risk	0.000%	\$ -	\$ -	By Owner
P&P Bond	0.800%	\$ 6,903	\$ 1.90	
Overhead & profit	4.000%	\$ 34,793	\$ 9.60	
FF&E Allowance	4.000%	\$ 30,662	\$ 8.46	
TOTAL		\$ 935,273	\$ 257.94	

Project: Lemonwood - Early Childhood Development Center
 Owner: Oxnard School District
 Architect: SVA
 Location: Oxnard, CA

Estimate No.: 15-0045
 Estimator: Jess Matta
 Date: 6/16/2015
 Subject: Budget Summary



Description					
Gross area		SF	3,626		
		Rates	Total	\$/GSF	Comments
01500	Room 301 & 302 Allowance		\$ 50,000	\$ 13.79	
02220	Demolition		\$ 9,520	\$ 2.63	
02820	Fences & gates		\$ 24,375	\$ 6.72	
06400	Architectural woodwork		\$ 36,315	\$ 10.02	
08100	Metal doors / frames		\$ 25,000	\$ 6.89	
08800	Glass & glazing		\$ 40,680	\$ 11.22	
09250	Drywall		\$ 94,122	\$ 25.96	
09300	Tile		\$ 37,860	\$ 10.44	
09510	Acoustical ceilings		\$ 15,234	\$ 4.20	
09650	Resilient flooring		\$ 18,563	\$ 5.12	
09900	Painting		\$ 8,997	\$ 2.48	
10800	Toilet & bath accessories		\$ 5,600	\$ 1.54	
10110	Visual display surfaces		\$ 53,604	\$ 14.78	
12490	Window treatments / blinds		\$ 3,888	\$ 1.07	
12710	Install owner ff&e		\$ 7,650	\$ 2.11	
15300	Fire protection		\$ 9,065	\$ 2.50	
15400	Plumbing		\$ 79,500	\$ 21.92	
15700	HVAC & controls		\$ 65,268	\$ 18.00	
16000	Electrical		\$ 181,300	\$ 50.00	
Subtotal - Hard Cost			\$ 766,541	\$ 211.40	
	Subguard insurance	1.150%	\$ 8,815	\$ 2.43	
	Contractor contingency	5.000%	\$ 38,327	\$ 10.57	
	General conditions	\$ 22,000	\$ 22,000	\$ 6.07	
	Preconstruction services	\$ 17,000	\$ 17,000	\$ 4.69	
	Design fee - Excluded	\$ -	\$ -	\$ -	
	General insurance	1.200%	\$ 10,232	\$ 2.82	
	Builder's Risk By Owner	0.000%	\$ -	\$ -	
	P&P Bond	0.800%	\$ 6,903	\$ 1.90	
	Overhead & profit	4.000%	\$ 34,793	\$ 9.60	
	FF&E Allowance	4.000%	\$ 30,662	\$ 8.46	
TOTAL			\$ 935,273	\$ 257.94	

Project: **Lemonwood - Early Childhood Development Center**
 Owner: **Oxnard School District**
 Architect: **SVA**
 Location: **Oxnard, CA**

Estimate No.: **15-0045**
 Estimator: **Jess Matta**
 Date: **6/16/2015**
 Subject: **Budget Breakdown**



CSI Code	Description	Package 1	Unit	UNIT COST	Package 1		Comments
		Quantity			Total	Total	
	Gross area	3,626	SF		3,626	3,626	
A10 - FOUNDATIONS							
19250	N/A	0	SF	\$ -	\$ -	\$ -	
A10 - FOUNDATIONS					\$ -	\$ -	
A20 - BASEMENT CONSTRUCTION							
19250	N/A	0	SF	\$ -	\$ -	\$ -	
A20 - BASEMENT CONSTRUCTION					\$ -	\$ -	
B10 - SUPERSTRUCTURE							
19250	N/A	0	SF	\$ -	\$ -	\$ -	
B10 - SUPERSTRUCTURE					\$ -	\$ -	
B20 - EXTERIOR ENCLOSURE							
09250	Frame and plaster at demoed areas	134	SF	\$ 75.00	\$ 10,050	\$ 10,050	
B20 - EXTERIOR ENCLOSURE					\$ 10,050	\$ 10,050	
B30 - ROOFING							
07100	N/A	0	SF	\$ -	\$ -	\$ -	
B30 - ROOFING					\$ -	\$ -	
C10 - INTERIOR CONSTRUCTION							
	Interior Walls & Hardlid Ceilings						
09250	Metal stud / gyp board walls	5,061	SF	\$ 14.00	\$ 70,854	\$ 70,854	
09250	Cement board premium	1,942	SF	\$ 3.00	\$ 5,826	\$ 5,826	
09250	Gypsum board ceilings	616	SF	\$ 12.00	\$ 7,392	\$ 7,392	
08800	Storefront - assume 9' high	324	SF	\$ 70.00	\$ 22,680	\$ 22,680	
08800	Storefront doors	6	EA	\$ 3,000.00	\$ 18,000	\$ 18,000	
08100	Hollow metal frames w/ wood doors	10	EA	\$ 2,500.00	\$ 25,000	\$ 25,000	
01500	Room 301 &302 Allowance	1	LS	\$ 50,000.00	\$ 50,000	\$ 50,000	
10800	Toilet accessories allowance	16	EA	\$ 350.00	\$ 5,600	\$ 5,600	
C10 - INTERIOR CONSTRUCTION					\$ 205,352	\$ 205,352	
C20 - STAIRS							
03300	N/A	0	SF	\$ -	\$ -	\$ -	
C20 - STAIRS					\$ -	\$ -	
C30 - INTERIOR FINISHES							
	Floor Finishes						
09650	Carpet	2,625	SF	\$ 6.00	\$ 15,750	\$ 15,750	
09650	VCT	516	SF	\$ 3.00	\$ 1,548	\$ 1,548	
09300	Ceramic tile	485	SF	\$ 18.00	\$ 8,730	\$ 8,730	
09650	Rubber base	562	LF	\$ 2.25	\$ 1,265	\$ 1,265	
	Ceilings						
09510	Acoustical ceiling	3,141	SF	\$ 4.85	\$ 15,234	\$ 15,234	
	Walls & Doors						
09300	Ceramic tile	1,942	SF	\$ 15.00	\$ 29,130	\$ 29,130	
09900	Paint - drywall	5,061	SF	\$ 1.20	\$ 6,073	\$ 6,073	
09900	Paint - ceilings	616	SF	\$ 1.50	\$ 924	\$ 924	
09900	Paint - doors/frames	10	EA	\$ 200.00	\$ 2,000	\$ 2,000	
C30 - INTERIOR FINISHES					\$ 80,654	\$ 80,654	
D10 - CONVEYING							
14200	N/A	0	SF	\$ -	\$ -	\$ -	
D10 - CONVEYING					\$ -	\$ -	

CSI Code	Description	Package 1	Unit	UNIT COST	Package 1		Comments
		Quantity			Total	Total	
D20 - PLUMBING							
15400	Plumbing rough-in	16	EA	\$ 2,500.00	\$ 40,000	\$ 40,000	
15400	Water closet	6	EA	\$ 1,800.00	\$ 10,800	\$ 10,800	
15400	Lavatories - wall hung	6	EA	\$ 1,200.00	\$ 7,200	\$ 7,200	
15400	Drinking fountain - dual wall hung	3	EA	\$ 5,000.00	\$ 15,000	\$ 15,000	
15400	Drinking fountain - ext. dual wall hung	1	EA	\$ 6,500.00	\$ 6,500	\$ 6,500	
D20 - PLUMBING					\$ 79,500	\$ 79,500	
D30 - HVAC							
15700	HVAC - TI	3,626	SF	\$ 18.00	\$ 65,268	\$ 65,268	
D30 - HVAC					\$ 65,268	\$ 65,268	
D40 - FIRE PROTECTION							
15300	Fire sprinkler - re-locate heads	3,626	SF	\$ 2.50	\$ 9,065	\$ 9,065	
D40 - FIRE PROTECTION					\$ 9,065	\$ 9,065	
D50 - ELECTRICAL							
16000	Interior lighting	3,626	SF	\$ 20.00	\$ 72,520	\$ 72,520	
16000	Interior power re-work	3,626	SF	\$ 10.00	\$ 36,260	\$ 36,260	
16000	Low voltage and AV allowance	3,626	SF	\$ 20.00	\$ 72,520	\$ 72,520	
D50 - ELECTRICAL					\$ 181,300	\$ 181,300	
E10 - EQUIPMENT							
11014	N/A	0	SF	\$ -	\$ -	\$ -	
E10 - EQUIPMENT					\$ -	\$ -	
E20 - FURNISHINGS							
06400	Base cabinets	63	LF	\$ 285.00	\$ 17,955	\$ 17,955	
06400	Dual upper shelving	102	LF	\$ 180.00	\$ 18,360	\$ 18,360	
12490	Window treatments	324	SF	\$ 12.00	\$ 3,888	\$ 3,888	
10110	Full height sliding marker boards	510	SF	\$ 32.00	\$ 16,320	\$ 16,320	
10110	Tackable wall	3,107	SF	\$ 12.00	\$ 37,284	\$ 37,284	
12710	Install only LCD 60" TVs	9	EA	\$ 850.00	\$ 7,650	\$ 7,650	
E20 - FURNISHINGS					\$ 101,457	\$ 101,457	
F10 - SPECIAL CONSTRUCTION							
13150	N/A	0	SF	\$ -	\$ -	\$ -	
F10 - SPECIAL CONSTRUCTION					\$ -	\$ -	
F20 - SELECTIVE DEMOLITION							
02220	Demo existing doors	2	EA	\$ 500.00	\$ 1,000	\$ 1,000	
02220	Demo existing windows	92	SF	\$ 20.00	\$ 1,840	\$ 1,840	
02220	Demo interior partitions	530	SF	\$ 6.00	\$ 3,180	\$ 3,180	
02220	Miscellaneous demo/protection	1	LS	\$ 3,500.00	\$ 3,500	\$ 3,500	
F20 - SELECTIVE DEMOLITION					\$ 9,520	\$ 9,520	
G20 - SITEWORK							
02820	4' high fencing	375	LF	\$ 65.00	\$ 24,375	\$ 24,375	
G20 - SITEWORK					\$ 24,375	\$ 24,375	
G70 - OFFSITE WORK							
19250	N/A	0	SF	\$ -	\$ -	\$ -	
G70 - OFFSITE WORK					\$ -	\$ -	
Subtotal					\$ 766,541	\$ 766,541	

**AGREEMENT #13-118 FOR CONSTRUCTION
MANAGEMENT PRE-CONSTRUCTION SERVICES**

BETWEEN

SWINERTON BUILDERS

AND

OXNARD SCHOOL DISTRICT

OCTOBER 2, 2013

FOR

PROJECT NO. 3: LEMONWOOD ELEMENTARY RECONSTRUCTION

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AGREEMENT FOR CONSTRUCTION MANAGEMENT PRE-CONSTRUCTION SERVICES

PREAMBLE

This Agreement for Construction Management Pre-Construction Services (“Agreement”) is entered into on this 2nd day of October, 2013 by and between Swinerton Builders (“Construction Manager”), with a business address at 17731 Mitchell North, Suite 200, Irvine, CA 92614-6028 and the Oxnard School District, a California public school district (“District”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Construction Manager are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “Project”) and, in connection with the Project, requires the services of a duly qualified construction manager.

WHEREAS, Construction Manager represents that its employees are licensed to perform the services required under this Agreement in the State of California, as appropriate, and that Construction Manager is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that Construction Manager provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1 **“Addendum”** shall mean written or graphic information (including without limitation drawings and specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 **“Additional Services”** shall mean those services in addition to the Basic Services that are provided by Construction Manager pursuant to a written request by the District.
 - 1.1.3 **“Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 **“Architect”** shall mean the Architect of Record for the design of the Project, or any successor architect of record approved and appointed by the District for the design of the Project.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to Construction Manager for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Section 4 of this Agreement.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three-dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**Board**” shall mean the Board of Trustees of the Oxnard School District.
- 1.1.16 “**CDE**” shall mean the California Department of Education.
- 1.1.17 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.18 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.
- 1.1.19 “**CHPS**” shall mean Collaborative for High Performance Schools.

- 1.1.20 “Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.21 “Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials, construction management fees, general conditions fees and expenses, fees paid to a Lease-Leaseback Contractor, and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.22 “Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.23 “Construction Manager”** shall mean and refers to the construction management firm listed in the first paragraph of this Agreement.
- 1.1.24 “Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect and Construction Manager by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “District”** shall mean the Oxnard School District.
- 1.1.28 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.29 “District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or the Program Manager, or any authorized designee of those officers.
- 1.1.30 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.31 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.32 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

- 1.1.33 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.34 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.35 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.36 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.37 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.38 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.39 “MOU”** shall mean a memorandum of understanding.
- 1.1.40 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.41 “OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.42 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in the agreement with the Architect.
- 1.1.43 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.44 “Principal(s)”** shall mean individual(s) who are participating owners of Construction Manager and are authorized to act on behalf of the firm.
- 1.1.45 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.46 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each construction phase.
- 1.1.47 “Project Director”** shall mean, with reference to Construction Manager, a licensed, experienced and well trained professional employed by Construction Manager and fully authorized to represent Construction Manager in all matters related to the Project including, but not limited to, executing

change orders during construction, and to bind Construction Manager to any commitments made on Construction Manager's behalf in connection herewith.

- 1.1.48 “Program Implementation Handbook”** shall mean the Program Implementation Handbook, First Edition dated December 2012 (a copy of which has been provided to the Construction Manager), and any revisions thereto which are approved by the District, which contains information related to project deliverables, project management procedures, and other requirements that are inherent to the performance of this Agreement.
- 1.1.49 “Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., and any successor thereto appointed by the District.
- 1.1.50 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.51 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.52 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.53 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.54 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District's Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.55 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.56 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that Construction Manager is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in Article 4 of this Agreement, including any Additional Services required of Construction Manager hereunder.
- 1.1.57 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval, if applicable, is maintained.
- 1.1.58 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.59 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS. The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF CONSTRUCTION MANAGER

- 2.1 EMPLOYMENT OF CONSTRUCTION MANAGER.** The District hereby retains Construction Manager to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. Construction Manager hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by Construction Manger; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) Construction Manager's review of submissions to Construction Manger from the District, the Architect, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** Construction Manger shall appoint and designate one employee to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on Construction Manager's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of Construction Manager for all purposes under this Agreement.
- 2.3 CONSTRUCTION MANAGER COVENANT AGAINST CONTINGENT FEES.** Construction Manager warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by Construction Manager described more fully on Exhibit A.

SECTION 4 **SERVICES**

4.1 IN GENERAL.

- 4.1.1 Employment of Personnel.** Construction Manager shall employ, at its own cost and expense, any and all personnel needed to perform the Services and the Additional Services. Construction Manager must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Construction Manager agrees to reallocate any personnel whose work is unsatisfactory to the District. Construction Manager shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.1.2 Cooperation with District and Other Consultants.** Construction Manager shall confer and cooperate with District, DSA, The Program Manager, the Project Manager, the Architect and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.1.3 Project Communication.** In all cases, Construction Manager shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, the Architect, Contractors (excluding those contracted by Construction Manager directly to complete the Project), and/or any members of the public related to the Project.
- 4.1.4 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. Construction Manager will utilize the Primavera Contract Management System software as required by the District. Construction Manager understands and agrees that Construction Manager shall be responsible for the cost of all fees and licenses to utilize and participate in the Primavera Contract Management System. Construction Manager further understands and agrees that the District may, at its sole option, advance the cost for such fees and licenses on behalf of Construction Manager. In the event that the District advances the cost of such fees and licenses on behalf of Construction Manager, Construction Manager understands and agrees that the District shall be entitled to a credit in the amount of such costs to be charged against Construction Manager's compensation for reimbursable expenses pursuant to Section 5.4 and such costs will be charged against Construction Manager's maximum allowable reimbursable expenses.
- 4.1.5 Primavera "P6" Project Planner.** All project scheduling activities shall be managed using the Primavera "P6" Project Planner platform.
- 4.1.6 Inspection and Final Acceptance.** District acceptance of any work, Services, or Additional Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of the Agreement, including but not limited to, indemnification and insurance provisions.

4.2 BASIC SERVICES.

PRE-CONSTRUCTION PHASE

- 4.2.1** Construction Manager shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

4.2.2 Construction Manager shall follow the processes and procedures as indicated in the Program Implementation Handbook, including all required Project and Program deliverables. In cases where this Agreement, and the Handbook are not in strict agreement, the more stringent of the two requirements shall apply.

4.2.3 Construction Manager shall provide a preliminary evaluation of the Project Schedule, the Construction Budget, and the Construction Cost, each in terms of the other.

4.2.4 The Architect's agreement with the District may include numerous Phases of services described in such agreement. During the Architect's services, Construction Manager shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed Guaranteed Maximum Price ("GMP").

4.2.5 Construction Manager shall:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Construction Manager shall submit to the Program Manager, at each document review Phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Construction Manager shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work;

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration;

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work; and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated to the extent reasonable given the information available at the time of submittal.

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to complete the Project does not exceed the Project Budget or the Construction Budget, including regular reconciliation reports between Architect's and Construction Manager's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further Phases as needed.

(7) Prepare an ongoing and accurate, and periodically update, Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, sitework, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Construction Manager shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items.

(8) Develop a list of recommended contingencies, allowances, and estimated escalation.

(9) Develop proposed general conditions and all proposed markups including but not limited to: temporary utilities, trailers, equipment and other on-site and off-site costs, fees, insurance, and bonding.

(10) Develop site logistics and safety plan showing laydown areas, construction traffic flow, construction personnel parking, school staff access, student safe routes, site safety measures, emergency evacuation areas, and other issues affecting the school site's vehicular and pedestrian circulation, as well as any and all effects on the educational program of the school sites.

(11) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, with at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades.

(12) Develop proposed GMP with full detail, bid results, and Construction Manager notes, including bid alternates and associated pricing.

4.2.6 Further, Construction Manager shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Construction Manager shall:

(1) Participate in weekly Project progress meetings with Architect and Program Manager to provide ongoing updates of status of items set forth in 4.2.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project.

(2) Submit by 12:00 p.m. every Friday, a weekly progress report which includes, but is not to be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report;

(ii) Design intent and scope questions;

(iii) Programming status;

(iv) Coordination reviews;

(v) Regulatory and agency review updates;

(vi) Progress on any required studies and deliverables;

(vii) Contract administration;

(viii) Budget and value engineering; and

(ix) Schedule status.

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager; (ii) preparing reports and presentations to demonstrate project progress; and (iii) coordinating with Architect and Consultants to ensure complete and accurate information is provided at all times to the Board and Citizen's Bond Oversight Committee.

4.2.7 Following the District's approval of each Phase of the development of Construction Documents, Construction Manager shall update and submit the latest estimate of the Construction Cost and the Project Schedule, and all other Phase Deliverables as indicated in the Program Implementation Handbook, First Edition dated December 2012 (a copy of which has been given to Construction Manager), for the Architect's review and the District's approval.

4.2.8 Changes Required to Meet Construction Budget. If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, Construction Manager shall work with the Architect to revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.3 ADDITIONAL SERVICES

4.3.1 Construction Manager Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Construction Manager shall not perform any Additional Services unless and until Construction Manager receives specific

written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then Construction Manager shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if Construction Manager performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Construction Manager shall not be paid for such claimed Additional Services.

SECTION 5

CONSTRUCTION MANAGER’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. Construction Manager shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**[ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS
(\$125,000.00) – the “Basic Fee”.]**

Construction Manager shall submit for the District’s approval a proposed Schedule of Values (“SOV”) within 14 days of receipt of the executed Agreement, indicating the Construction Manager’s distribution of the Basic Fee among the various Services, for use in determining the billable amounts to be invoiced by Construction Manager to the District. The District’s approval of the SOV shall not be unreasonably withheld. Construction Manager shall allocate in the SOV a minimum of 5% of the Basic Fee to the DSA approval of the Project, and 5% of the Basic Fee to the completion of the bid documents/preparation of the proposed GMP.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District’s Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, the District shall have the right to do either of the following: (i) make such disputed payment to Construction Manager without prejudice to the District’s right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by Construction Manager, the District will notify Construction Manager in writing of the reasons for the withholding. From and after the date such notice is given, the District and Construction Manager shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, Construction Manager shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to Construction Manager, the District shall pay such amount to Construction Manager. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid Construction

Manager, Construction Manager shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE EXPENSES

5.4.1 PRIOR APPROVAL. Reimbursable expenses and other approved charges are not included in the Basic Fee; however, the reimbursable expenses and other approved charges shall not exceed [**FIVE THOUSAND DOLLARS NO CENTS (\$5,000.00)**] without the prior written approval by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.3 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 REIMBURSABLE EXPENSES. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Construction Manager may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Construction Manager in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed the amount set forth in Section 5.4.1. The following is the EXCLUSIVE list of reimbursable expenses:

5.4.2.1 Travel and Mileage. Construction Manager 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 Construction Manager's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Fees for Consultants. Fees for consultants hired and paid by Construction Manager at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Construction Manager's Basic Services. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Construction Manager shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit B**, attached hereto.

5.5.1.3 The District shall pay Construction Manager for all undisputed amounts, which are approved by the District pursuant to this Agreement, no later than sixty (60) calendar days from the date of receipt by the District of an invoice from Construction Manager. If District withholds any amount following a default, as provided in Section 6 of this Agreement,

Construction Manager shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing Construction Manager that the District elects to exercise its right to withhold payment following a Construction Manager default, if any.

- 5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District’s Board of Trustees. Construction Manager’s invoice shall be clearly marked “Request for Payment for Additional Services.” Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District.
- 5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. Construction Manager’s invoice shall be clearly marked “Request for Payment of Reimbursable Expenses.” Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by Construction Manager to be due.
- 5.5.4 Final Invoice.** Upon completion of all Services, Construction Manager shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT NO. 3: LEMONWOOD ELEMENTARY RECONSTRUCTION PROJECT**. The District shall make payment within sixty (60) days of the District’s approval of the final invoice.
- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of a Construction Manager Default. With respect to any monetary Construction Manager Default, the termination shall be effective if Construction Manager fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Construction Manager Default for which no time period for cure is otherwise specified below, the termination shall be effective if Construction Manager fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to Construction Manager until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of Construction Manager to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to Construction Manager. If the amount payable to Construction Manager exceeds the amounts withheld, the balance will be paid to Construction

Manager upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, Construction Manager shall be liable to District for the difference and Construction Manager shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to Construction Manager, in which case the District will pay Construction Manager as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the phases set forth in the SOV of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Construction Manager shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be Construction Manager's sole and exclusive compensation and the District shall have no liability to Construction Manager for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to Construction Manager prior to the suspension of the Services, Construction Manager shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and Construction Manager shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 CONSTRUCTION MANAGER DEFAULT. The occurrence of one or more of the following events shall constitute a "Construction Manager Default" under this Agreement:

6.2.1 Inability to pay Debts and Failure to Pay Consultants. At any time prior to the expiration or termination of this Agreement, Construction Manager is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from consultant(s) providing services in connection with this Agreement.

6.2.2 Assignment for the Benefit of Creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Construction Manager, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or Misleading. Any representation or warranty made by Construction Manager in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

- 6.2.4 Defective Services; Errors or Omissions; Failure to Perform.** Construction Manager (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.5 Willful Violation.** The District determines that (a) Construction Manager is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) Construction Manager is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.6 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.7 Unapproved Assignment.** Construction Manager attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.8 Disregard of District Authority or Direction.** Construction Manager disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.9 Violation of Applicable Law.** Construction Manager violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.10 Failure To Maintain Errors and Omissions Insurance.** Construction Manager fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If a Construction Manager Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If a Construction Manager Default occurs, the District's obligation to disburse further funds to Construction Manager pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Construction Manager Default, the District may withhold all or a portion of any payments then or thereafter due to Construction Manager until Construction Manager cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of a Construction Manager Default, the District may, at its sole and absolute discretion, order Construction Manager in writing to stop work on the Services, or any portion thereof, until the Construction Manager Default has been cured. Construction Manager shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Self Help.** Upon the occurrence of a Construction Manager Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Construction Manager Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses

of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to Construction Manager and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to Construction Manager are not sufficient to cover the amount of the deduction, Construction Manager shall pay the difference to the District.

6.3.5 Payment to Consultant. If the Construction Manager Default is due to Construction Manager's failure to pay, when due, invoices of a consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that consultant from any amounts then due Construction Manager, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to Construction Manager in connection therewith.

6.4 TERMINATION BY CONSTRUCTION MANAGER. Construction Manager may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. Construction Manager may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to Construction Manager when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which Construction Manager is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, Construction Manager may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY CONSTRUCTION MANAGER

6.5.1 Payment for Services. In the event of a termination of this Agreement by Construction Manager in accordance with Section 6.4, the District shall pay Construction Manager an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be Construction Manager's sole and exclusive compensation and the District shall have no further liability or obligation to Construction Manager for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with Construction Manager in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and

scheduling. Construction Manager shall have the right to rely upon such information unless Construction Manager knows or should know that the information is inaccurate or incomplete.

7.1.3 Architect. The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Construction Manager.

7.1.4 District Performance of Work. The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The District shall notify Construction Manager of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to Construction Manager by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier phase of the Project at the discretion of the District based on input from the Architect and Construction Manager.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Construction Manager as required by this Agreement. The estimated Construction Cost shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Construction Manager shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time Construction Manager becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of Construction Manager.

SECTION 9 PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of Construction Manager to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material

breach if a delay is beyond Construction Manager's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, Construction Manager shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of Construction Manager (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. Construction Manager shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by Construction Manager or with which Construction Manager is familiar (whether or not as the result of an act or omission of another).

Construction Manager shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District.

10.2 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents and the Project Documents as it sees fit and Construction Manager shall deliver to the District all Construction Documents and Project Documents.

10.3 NO REPRODUCTION OR USE BY CONSTRUCTION MANAGER OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, Construction Manager shall not use the Construction Documents for any purpose without District's prior written consent. In addition, Construction Manager shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11
INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

11.1.1 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law, Construction Manager agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to Construction Manager's employees arising out of Construction Manager's work under this Agreement; and

11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Construction Manager, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees or of other third parties for which Construction Manager is not legally liable.

11.1.2 To the fullest extent permitted by law, Construction Manager agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct in the performance of professional services by Construction Manager, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 Construction Manager's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Construction Manager, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of District or of other third parties for which Construction Manager is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, Construction Manager shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. Construction Manager shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$3,000,000 each occurrence for bodily injury, personal injury and property damage/\$6,000,000.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$2,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$4,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: Construction Manager shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Construction Manager.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Construction Manager's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Construction Manager shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 Construction Manager shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, Construction Manager shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If Construction Manager fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at Construction Manager’s expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Construction Manager.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Construction Manager agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of Construction Manager and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or Construction Manager seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and Construction Manager that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By Construction Manager. Construction Manager’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. Construction Manager shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of Construction Manager’s Claim. Failure by Construction Manager to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. Construction Manager’s statement of dispute shall be signed by a principal of Construction Manager and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Construction Manager under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of Construction Manager’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Construction Manager’s time for performance. Adequate supporting data for a Statement of Dispute involving Construction Manager’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by Construction Manager. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in

the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and Construction Manager shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor, the Architect or Architect Consultant against the Construction Manager that is in turn being asserted by the Construction Manager against the District, then such Contractor, the Architect or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, Construction Manager shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the Parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and

privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either Party may commence an action in the Superior Court of the County of Ventura. Construction Manager hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either Party.

SECTION 13 **NOTICES**

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (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 U.S. mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,

Program Manager

ATTN: Yuri Calderon, Chief Operating Officer

6425 Christie Ave., Suite 270

Emeryville, CA 94608

With original copy to:

Oxnard School District

ATTN: Lisa Cline/Jorge Gutierrez

1051 South A St.

Oxnard, CA 93030

TO CONSTRUCTION MANAGER:

Swinerton Builders

ATTN: Bonnie Martin, Project Executive

17731 Mitchell North, Suite 200

Irvine, CA 92614-6028

SECTION 14 **REPRESENTATIONS OF CONSTRUCTION MANAGER**

14.1 REPRESENTATIONS OF CONSTRUCTION MANAGER. By executing this Agreement, and hereafter each and every time this Agreement is amended, Construction Manager makes each of the following covenants and representations.

14.1.1 Construction Manager represents that it has previously acted as a construction manager, that is professionally qualified and is licensed to perform the Services in the State of California by all public entities having jurisdiction over the Architect and the Project, and that it has the expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims

review and negotiation, and general management and administration of construction projects to perform the Services.

14.1.2 Construction Manager covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to performed the Services for the Project until Construction Manager's duties in connection therewith have been fully satisfied.

14.1.3 Construction Manager represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 Construction Manager represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement in accordance with the standards of the profession.

14.1.5 Construction Manager assumes full responsibility to the District for the improper acts and omissions of its employees. Construction Manager covenants that each Project Director and all other Construction Manager employees now or in future assigned by Construction Manager to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 Construction Manager covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. Construction Manager covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, Construction Manager, the District, the Project or the Services.

14.2.1 Cost Disclosure - Documents and Written Reports. Construction Manager shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, Construction Manager shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, Construction Manager shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Construction Manager shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. Construction Manager must complete the District's certification form attached

hereto as **Exhibit C** and incorporated herein by reference prior to any of Construction Manager's employees coming into contact with any of the District's pupils. Construction Manager also agrees to comply, and ensure that all its employees comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

- 14.2.4 Name and Trademarks.** Construction Manager shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** Construction Manager shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Construction Manager shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, Construction Manager certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Construction

Manager shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. Construction Manager specifically acknowledges that in entering into this Agreement, Construction Manager relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the Services to the applicable standard of care. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. Construction Manager is, for all purposes arising out of this Agreement, an independent contractor, and neither Construction Manager nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Construction Manager shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, Construction Manager will certify to the District that to the best of Construction Manager's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by Construction Manager in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. Construction Manager shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any Party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

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

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Construction Manager

District

By: _____

By: _____

Title: _____

Title: Lisa A. Franz, Director, Purchasing

Date: _____

Date: _____

**Exhibit “A”
Project Description**



**Oxnard School District
Selection Package for Lease Leaseback
Pre-construction Services for Project 3
Reconstruction of Lemonwood K-8 School**

Prepared by:
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6425 Christie Avenue, Suite 270
Emeryville, CA 94608

Oxnard Office:
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

SELECTION PACKAGE FOR LEASE LEASEBACK PRE-CONSTRUCTION SERVICES

PROJECT REQUIREMENTS

Project 3 includes the construction of a new school on the existing 9.9 acre site followed by the demolition of the existing school. Lemonwood Elementary School currently serves approximately 885 students in grades K-6 and is to be reconstructed as a new school to accommodate 900 students in grades K-8. The school was constructed in 1981 and last modernized in 2004. The existing school will remain in operation during the construction of the new Lemonwood K-8 School.

The new campus will house 900 students per State standards in 28 general purpose classrooms (960 square feet each), 4 kindergarten classrooms, 3 science/flex lab classrooms, and 2 special education classrooms. Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. The project scope includes associated demolition and site work, some of which may occur in phases and after the completion of the new school facility.

The total “all in” budget for the site is \$31,402,250 including demolition and site work (soft and construction costs combined, including contingencies). In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is utilizing a ‘Re-Use of Plans’ approach for this project which is further described below. Design and preconstruction activities must be completed and the plans submitted to the Division of State Architect (DSA) no later than April 18, 2014. The project cost will be funded from a combination of sources including reimbursements from the State School Facilities Program (SFP). Construction is scheduled to commence on July 20, 2015 and be substantially complete by February 7, 2017.

METHOD OF DELIVERY

The District is proposing to utilize a lease-leaseback method of delivery for the project. The District is selecting a firm to participate early in the project to provide pre-construction professional services, including constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to create a design that is both inspiring, functional and meets the District’s specifications, budget and timeline.

To accomplish the desired K-8 configuration in accordance with the District’s Educational Specifications, the Board of Trustees has approved MVE Institutional, Inc., as the Architect of Record (“AOR”) for the project, and has also approved MVE Institutional, Inc.’s proposed “re-use” site plan for the Lemonwood School. The proposed “re-use” design includes specific components from three previously DSA approved projects:

- 2-Story Classroom Building & Kindergarten Quad from Alta California Elementary School in Panorama City, CA (Los Angeles Unified School District)
- Administration Building from Orchard Hills K8 School in Tustin, CA (Tustin Unified School District)
- Hybrid Gymnasium/Multi-Purpose Room from Torch Hills Middle School in City of Industry, CA (Basset Unified School District)

The AOR has prepared conceptual site layouts and 3-D renderings demonstrating how the various elements connect to create a cohesive campus concept for the Lemonwood site, provided for reference on the following pages. In addition to the conceptual drawings provided herein, the AOR has provided PDF versions of the DSA-approved design drawings for the “re-use” buildings for review by participating firms during this selection process. The documents can be electronically accessed at:

<ftp.mve-institutional.com>

User Name: Oxnard-Lemonwood Password: Lemonwood2013

Proposing firms should closely review the AOR’ proposed “re-use” design site layout, renderings, and the original DSA approved construction documents to gain a complete understanding of the project. The AOR has developed a cost comparison worksheet for the project included herein as Attachment “A”. The worksheet compares the District’s Educational Specifications with the proposed “re-use” project, and provides a total cost budget for the approved design.

Certain components of the original designed buildings have been augmented, removed, or revised to meet Educational Specifications. Firms should make their best effort to review the proposed design, excluding those components from the original design which will not be constructed at the new Lemonwood School, as described in Attachment “A”. Firms should also review the estimated cost study along with the DSA approved plans to (1) verify the feasibility of the project within the defined budgets established, (2) identify any specific areas where budgets appear to be insufficient or in excess of anticipated costs, (3) identify 3 to 5 potential constructability issues, (4) identify 3 to 5 high potential value engineering opportunities, and (5) develop a preliminary construction schedule/sequencing plan.

In addition, proposals should provide a detailed breakout of the factors or elements that comprise the calculation of the "Guaranteed Maximum Price" (GMP) including specific mark-ups or estimates of the firm's fees, overhead, general conditions, and potential types of allowances and contingencies as part of the GMP amount. Proposals should identify the trades that the firm will propose bidding and those trades that the firm proposes to self perform, if any.

Proposals should include a narrative of potential construction issues or other challenges that may arise during the “re-use” of the proposed design, and proposed solutions to ensure that said challenges do not create unnecessary delays or added cost to the project. The following pages demonstrate the conceptual proposed “re-use” site layout and architectural renderings provided by the AOR.

Proposed Site Plan



Proposed Design (Street View)



View of Campus along San Mateo Pl

Proposed Design (Entry Courtyard)



View of Entry Courtyard

LEMONWOOD K-8 SCHOOL

OXNARD | MVEI
SCHOOL DISTRICT | Architecture
Planning
Interior
Graphics

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications for K-8 schools within the Facilities Implementation Plan and are required to be addressed during the design and preconstruction process.

Lemonwood K-8 School Specifications			
<i>Design & Reconstruct School to K-8 Specifications for 900 students</i>			
Description	Quantity	Units	Total
Classrooms			27,360
Classrooms - Estimate 28 rms @ 960 sf ea.	26,880	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
6th-8th Science & Electives			3,800
Science/Flex lab 3 @ 1,200 sq. ft.	3,600	sf	
Prep/Workroom	200	sf	
Special Education			2,435
Special Ed Classroom	1,920	sf	
Independent Living Skills	320	sf	
Laundry/Storage Room	100	sf	
Toilet/Changing Room	95	sf	
Administration			4,915
Lobby/Public Waiting	400	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Asst. Principal's Office	300	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Counselor's Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

Description	Quantity	Units	Total
Media Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room			6,375
Multi-Purpose Room	4,400	sf	
Chair Table Storage	300	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Physical Education			800
Changing Rooms	600	sf	
PE Equipment Storage	200	sf	
Food Service			4,500
Serving/Prep Kitchen	450	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	3,600	sf	
Custodial Services	100	sf	
Restrooms	2,800	sf	2,800
Total Building Quantity			62,125
Sitework			
Parking Lot/Circulation	90,000	sf	
Walkways on Campus	12,000	sf	
Utilities	1	ls	
Play Courts	60,000	sf	
Play Fields (4 acres)	175,000	sf	
Landscaping	20,000	sf	

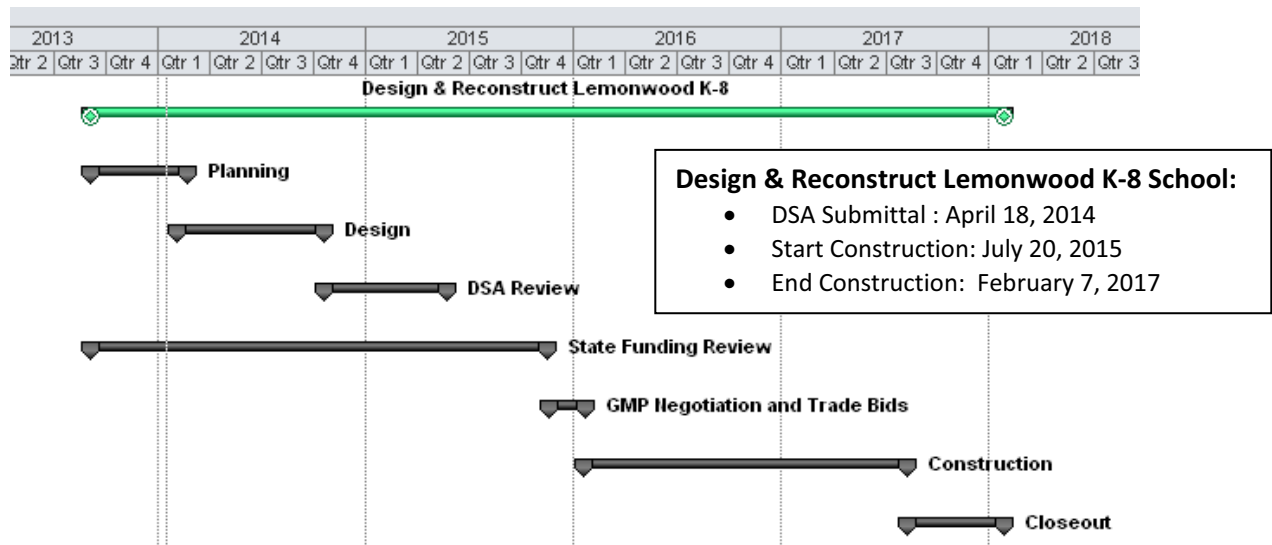
The budget below is all inclusive of both construction costs and soft costs to implement the project including design fees, contractor’s fee, consulting services, testing & inspection services, agency approval fees, etc.

Lemonwood School K-8

Project	Year	Budget
Design & Reconstruct Lemonwood K-8		2014/16
Demolition		\$1,155,000
Sitework		\$8,209,143
Classrooms		\$9,888,686
Kindergarten		\$2,035,314
6th-8th Science & Electives		\$1,463,000
Special Education		\$880,079
Administration		\$1,776,421
Media Center		\$975,857
Multi-Purpose Room		\$2,504,464
Physical Education		\$314,286
Food Service		\$990,000
Restrooms		<u>\$1,210,000</u>
Est. Total		\$31,402,250

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. The schedule chart below is based on the District’s fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



METHOD OF SELECTION:

After conducting a comprehensive Request for Qualification (RFQ) process, the Board of Trustees on June 5, 2013, pre-qualified six firms to provide lease leaseback services. The six prequalified firms are herein invited to submit a proposal to provide pre-construction services for Project 3.

The preconstruction services consist of the review of design documents for constructability, completeness, scheduling, clarity, consistency and coordination; expediting design reviews, including modifications, if any, based on value analysis; and undertaking value-engineering analysis and preparing reports with recommendations to the District and the architect to maintain established program budget related to Project 3 pursuant to a Pre-Construction Services Agreement (see attached agreement). At the completion of the design phase and upon receipt of design approvals from the California Department of State Architect (“DSA”), the District will consider negotiating and entering into an agreement with the firm to develop the school site under the lease leaseback delivery method pursuant to a Construction Services, Lease and Sub-Lease, and Specialty Trade Agreements. Project 3 shall be performed under the direction of CFW, the Program Manager, and District. The firm shall work with the District’s Architect of Record, MVE Institutional, Inc., as needed to conduct value engineering and modifications to the plans for the program.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 3. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. CFW will organize a single tour of Lemonwood site for all interested teams as indicated in the schedule below. Please do not visit school site without coordinating with CFW.

Once the proposal deadline has passed, the District Selection Committee will closely review all proposals against criteria consistent with the requirements of the District. Firms selected to interview will be requested to present their proposal and review findings with the District Selection Committee.

Firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposal document, past experience with the lease leaseback project delivery method, suggestions for improving the process, estimated fees for preconstruction services, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications, budget, and schedule requirements without sacrificing the quality of the finished product.

SCHEDULE:

The following is a projection of tentative milestone dates for selection:

- Project 3 Selection Package for Lease Leaseback Services sent to firms: **Friday August 30**
- Participating teams notify CFW of their intent to provide a proposal: **Tuesday September 3**
- Lemonwood Site Visit conducted for all participating teams by CFW: **Thursday September 5**
- Participating teams submit final proposals: **Friday September 13, no later than 12:00pm**
- Project Review Committee to interview teams: **Tuesday - Thursday September 17 - 19**
- Final selection to be announced to winning firm: **Friday September 20**
- Executed Preconstruction Services Contract returned: **Wednesday September 25**
- Board action on recommendations: **Wednesday October 16 (Regular Board meeting)**
- Notice of Award issued and commencement of preconstruction services: **Thursday October 17**

SUBMITTAL FORMAT & REQUIREMENTS:

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's review of the architect's proposed "re-use" project, and the firm's unique qualifications to pursue the Lemonwood project. In addition, the proposal should include, but not be limited to the following items:

1. Detailed description of the firm's understanding of the proposed Lemonwood "re-use" project, as well as the planned approach to building and managing the project on the existing school site.
2. Detailed summary of the firm's review of architect's proposed "re-use" project, including DSA approved plans. Project review summaries should include, but not be limited to:
 - a. Feasibility review to verify project can be built within approved budget.
 - b. Constructability review including 3 to 5 potential issues to be resolved.
 - c. Value engineering review including 3 to 5 high potential value engineering opportunities.
 - d. Preliminary construction schedule.
 - e. Site logistics and construction sequencing plan.
 - f. Detailed review of existing site conditions, utility infrastructure, etc.
 - g. Narrative of potential construction issues or other challenges that may arise during the "re-use" of the proposed design, and proposed solutions to ensure that said challenges do not create unnecessary delays or added cost to the project.
3. Discussion of the complexities of "re-use" site adaption and how the firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.

4. Description of the firm's strategies for minimizing impact on the existing school facilities, and neighboring communities throughout construction. How will the firm address the challenges inherent to building on an occupied site?
5. Discussion as to how the firm will take advantage of the proposed "re-use" strategy to meet or accelerate the proposed timelines of the proposed project. What are the pre-construction milestones that the firm will help to obtain in order to ensure we enter the construction phase on time, with accurate cost information, and schedules?
6. Detailed description of the firm's practices for managing project schedules, budgets, subcontracts, change orders, project documents, etc. Provide a description of the firm's project control systems. Sample project specific progress reports are encouraged for inclusion in the firm's response to this question.
7. Brief summary of similar projects completed by the firm within the last five years that closely match the proposed Project 3 program as referenced in the project description.
8. Discussion of the firm's experience with the District's preferred lease leaseback delivery method, including proposed strategies to optimize the project delivery method.
9. Discussion of the role of assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
10. Provide a detailed breakout of the factors or elements that comprise the calculation of the "Guaranteed Maximum Price" (GMP) including specific mark-ups or estimates of the firm's fees, overhead, and general conditions, and potential types of allowances and contingencies as part of the GMP amount. Identify the trades that the firm will propose bidding and those that the firm proposes to self perform, if any.
11. Describe the firm's approach to the pre-construction fee and how it would be broken down based on the deliverable identified in the agreement.

Please be advised that the District reserves the right to decline all proposals and to amend, abandon, or modify the method of delivery at its sole discretion in whole or in part.

Limit response to no more than twenty (20) double-sided 8 ½ x 11 pages and six (6) 11 x 17 drawings to provide site logistics map, cost estimate, and schedule information. Submit in .pdf format via email to Yuri Calderon at ycalderon@cfwinc.com by no later than 12:00pm PDT, Friday September 13, 2013.

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **PROJECT 3 - Lemonwood Reconstruction**
 PROJECT #: _____
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

CONTRACTOR: **Swinerton**
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

STEP 2 STEP 1

do not type in this column, it changes automatically Step 2: enter total value complete to date in this column, the percentage columns will change automatically Step 1: manually enter values from last months green column into this column do not type in this column, changes automatically do not type in this column, values will change automatically

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6270	Base Contract - fee	Preconstruction Services	\$125,000.00	0%	\$0.00	0		\$0.00
2	6270-R	Base Contract - Re-imbursables	Preconstruction Services	\$5,000.00	0%	\$0.00	0		\$0.00
		SUBTOTALS		\$130,000.00		\$0.00	\$0.00		\$0.00

Send Invoice & Release for this Value:

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$0.00
TOTAL DUE THIS INVOICE	\$0.00

***NOTE: THIS FORM WILL BE PROVIDED ELECTRONICALLY TO THE CONSULTANT FOR USE AS AN INVOICE COVER SHEET**

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.

EXHIBIT “C”

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

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

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

Name: _____

Title: _____

AND/OR

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **August 5, 2015**

Closed Session: _____

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

Approval of Memorandum of Understanding # 15-71 between the Oxnard School District and the California School Employees Association, Chapter 272, regarding the One-Time Correction of Accounting Issue Related to Calendar Days of Service (Vaca)

EXECUTIVE SUMMARY:

The Oxnard School District (District) and the California School Employees Association (CSEA), Chapter 272 have reached a Memorandum of Understanding for the One-Time Correction of an Accounting Issue related to Calendar Days of Service.

This non precedent setting agreement stipulates that for the 2014-15 year and forward, 12-month employees, who have been in a paid status for the entire year, will be paid each year in June for the extra day(s) of pay for years with 261 and 262 days to be paid. For years with 259 days, 12 month employees will work on the “in lieu day” to make the year full to 260 days equal to pay.

Employees in an active status and a 12-month position, as of June 9, 2015, and based on their hire date, will be compensated for an extra day each year there were 261 work days and they worked the entire fiscal year from 2008-09 through 2013-14 (5 days) and for the period 2005-06 through 2007-08 (2 days) employees will be granted eight (8) hours of vacation for each year there was 261 work days and they worked the entire fiscal year.

FISCAL IMPACT:

The fiscal impact is \$223,927, to be paid out of the General Fund.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Memorandum of Understanding #15-71 between the District and CSEA, as indicated above.

ADDITIONAL MATERIAL(S):

Memorandum of Understanding #15-71 between the District and CSEA, Chapter 272 dated June 11, 2015 (2 pages)

DISTRICT GOAL(S):

6 – Develop the Annual Budget to Support the Educational Goals of the District.

#15-71

Memorandum of Understanding

Between

Oxnard School District (District)

And

The California School Employees Association and its Oxnard Chapter 272 (CSEA)

June 11, 2015

For the 2014-15 year and forward, 12-month employees, who have been in a paid status for the entire year, will be paid each year in June for the extra day(s) of pay for years with 261 and 262 day to be paid. For years with 259 days, 12 month employees will work on the "In Lieu Day" to make the year full to 260 days equal to pay.

Employees in an active status and a 12-month position as of June 9, 2015 and based on their hire date, will be compensated for an extra day each year there were 261 work days and they worked the entire fiscal year from 2008-09 through 2013-14 (5 days) and for the period 2005-06 through 2007-08 (2 days) employees will be granted 8 hours of vacation for each year there was 261 work days and they worked the entire fiscal year.

Chart

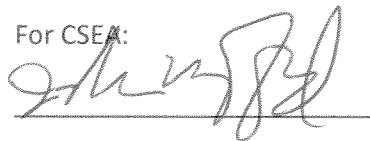
2014-15 - 261
2013-14 - 261
2012-13 - 260
2011-12 - 261
2010-11 - 261
2009-10 - 261
2008-09 - 261
2007-08 - 261
2006-07 - 260
2005-06 - 261

For the District:



Dr. Jesus Vaca, Chief Negotiator

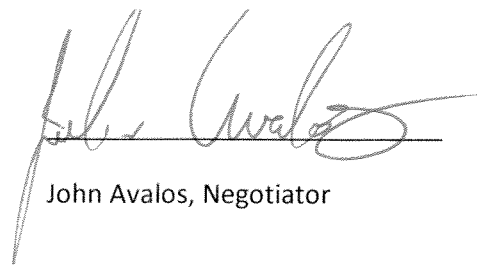
For CSEA:



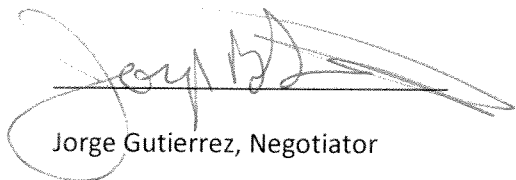
Jabbar Wofford, Chapter President



Lisa Cline, Negotiator



John Avalos, Negotiator



Jorge Gutierrez, Negotiator



Mark Gutierrez, Negotiator



Mary Truax, Negotiator



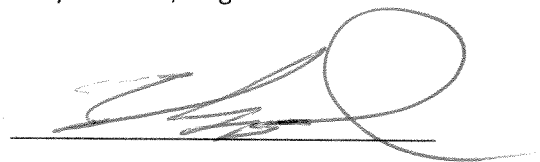
Luz Chavez, Negotiator



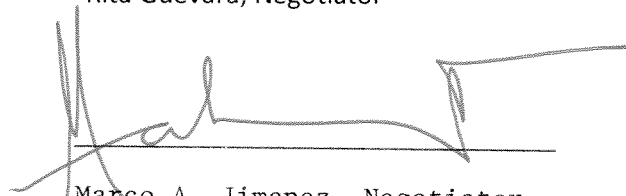
Sally Wennes, Negotiator



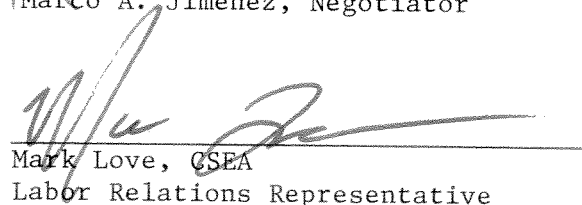
Rita Guevara, Negotiator



Dr. Edd Bond, Negotiator



Marco A. Jimenez, Negotiator



Mark Love, CSEA
Labor Relations Representative

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: August 5, 2015

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

2015-16 Budget Revision (Cline/Penanhoat)

In accordance with Education Code 42127 (i)(4), which provides that "*not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act*", the Board will receive the 2015-16 Budget Revision for review.

FISCAL IMPACT

None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: Oxnard School District 2015-16 Budget Revision (1 page)

General Fund (Unrestricted & Restricted)		2015/16 Adopted	2015/16 Revision	Change
REVENUES:				
1	Total LCFF Funding	\$148,879,400	\$148,216,988	(\$662,412)
2	Federal Revenues	\$13,685,506	\$13,685,506	\$0
3	Other State Revenues	\$10,578,603	\$16,338,783	\$5,760,180
4	Other Local Revenues	\$8,424,060	\$8,424,060	\$0
5	Contributions/Encroachments	(\$999,294)	\$0	\$999,294
TOTAL REVENUES		\$180,568,275	\$186,665,337	\$6,097,062
EXPENDITURES				
1 a	Base Certificated Salaries	\$79,306,159	\$79,306,159	\$0
	b Step & Column (1.5%)	\$0	\$0	
	c COLA	\$0	\$0	
Total Certificated Salaries		\$79,306,159	\$79,306,159	\$0
2 a	Base Classified Salaries	\$28,124,044	\$28,124,044	\$0
	b Step (1%)	\$0	\$0	
	c COLA	\$0	\$0	
Total Classified Salaries		\$28,124,044	\$28,124,044	\$0
3	Employee Benefits	\$35,706,510	\$35,706,510	\$0
4	Books & Supplies	\$14,065,037	\$13,872,177	(\$192,860)
5	Services & Operating	\$19,554,404	\$19,553,208	(\$1,196)
6	Capital Outlay	\$85,000	\$5,845,180	\$5,760,180
7	Other Outgo	\$2,299,427	\$1,075,070	(\$1,224,357)
TOTAL EXPENDITURES		\$179,140,581	\$183,482,348	\$4,341,767
INCREASE/(DECREASE) IN FUND BALANCE		\$1,427,694	\$3,182,989	\$1,755,295
FUND BALANCE				
1	Beginning Fund Balance	\$12,340,918	\$13,202,804	\$861,886
3 a	Non-Spendable Balance	\$120,000	\$120,000	\$0
	b Restricted Balance	\$1,594,333	\$1,594,913	\$580
	c Committed	\$0	\$0	\$0
	d Assigned Balance	\$2,050,000	\$2,100,000	\$50,000
	e Reserved for Economic Uncertainties	\$5,422,997	\$5,417,176	(\$5,821)
UNASSIGNED ENDING BALANCE		\$4,581,282	\$7,153,704	\$2,572,422



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(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	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	26	<i>Regular Board Meeting</i>
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	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 Revised: 05-20-15
Board Approved: 12-10-14

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.”